



City Council
Regular Meeting
AGENDA

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Or One tap mobile (for easy connection on smart phones):

US: [+16699009128](tel:+16699009128),,97199426600# or [+12532158782](tel:+12532158782),,97199426600#

Alternatively, you may view the meeting (without participating) by clicking on the name of the meeting at www.cityofukiah.com/meetings.

December 15, 2021 - 6:00 PM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

3.a. Presentation of the Mayor's Plaque.

Recommended Action:

Attachments: None

3.b. Annual Appointment of New Mayor and Vice Mayor, and Council Reorganization.

Recommended Action: Nominate and appoint the positions of Mayor and Vice Mayor for 2022, and approve council rotation for immediate seating and Council reorganization.

Attachments:

1. Resolution 2020-50 - Councilmember Rotation Guidelines

- 3.c. Proclamation Recognizing a Renewed Commitment to Diversity, Equity, and Inclusion in the City of Ukiah.

Recommended Action: Receive a Proclamation Recognizing a Renewed Commitment to Diversity, Equity, and Inclusion.

Attachments:

1. Diversity, Equity, and Inclusion Proclamation

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

- 5.a. Approval of the Minutes for the November 17, 2021, Regular Meeting.

Recommended Action: Approve the Minutes of November 17, 2021, a Regular Meeting, as submitted.

Attachments:

1. 2021-11-17 Draft Minutes

6. RIGHT TO APPEAL DECISION

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

7. CONSENT CALENDAR

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

- 7.a. Report of Disbursements for the Month of October 2021.

Recommended Action: Approve the Report of Disbursements for the Month of October 2021.

Attachments:

1. October 2021 Summary of Disbursements
2. Account Codes for Reference
3. Object Codes for Reference
4. October 2021 Disbursement Detail

- 7.b. Report of Disbursements for the Month of November 2021.

Recommended Action: Approve the Report of Disbursements for the Month of November 2021.

Attachments:

1. November 2021 Summary of Disbursements
2. Account Codes for Reference
3. Object Codes for Reference
4. November 2021 Disbursement Detail

- 7.c. Adoption of Resolution of the City Council Reconsidering the Circumstances of the State of Emergency and Implementing Teleconferencing Requirements for City Council and Board and Commission Meetings During a Proclaimed State of Emergency Due to the COVID-19 Pandemic.
- Recommended Action: Adopt a Resolution of the City Council Reconsidering the Circumstances of the State of Emergency and Implementing Teleconferencing Requirements for City Council and Board and Commission Meetings during a Proclaimed State of Emergency Due to the COVID-19 Pandemic.**
- Attachments:
1. AB 361 Findings Reconsideration for All Legislative Bodies
- 7.d. Adoption of Resolution Approving the Fourth Addendum to the Recycled Water Project Initial Study/Mitigated Negative Declaration (IS/MND).
- Recommended Action: Adopt the Resolution approving the fourth addendum to the Recycled Water Project Initial Study/Mitigated Negative Declaration (IS/MND).**
- Attachments:
1. CC Reso 2018-40 - Addendum to Neg Dec in Accordance with CEQA for Recycled Wtr Prjct (1)
 2. Final CEQA Addendum No. 4 - Phase 4 Refinements (1)
 3. RESOLUTION Addendum No. 4 – Phase 4 Refinements
- 7.e. Adoption of Resolutions Authorizing Grant Applications Related to the Emergency Intertie Pump Project, the Groundwater Resiliency Project, and Phase 4 of the Recycled Water Project; and Approval of the Community Development Director's Determination that the Groundwater Resiliency Grant Project Qualifies for a CEQA Exemption.
- Recommended Action: Adopt Resolutions authorizing grant applications related to the Emergency Intertie Pump Project, the Groundwater Resiliency Project, and Phase 4 of the Recycled Water Project; and approve the Community Development Director's Determination that the Groundwater Resiliency Grant Project qualifies for a CEQA Exemption.**
- Attachments:
1. Emergency Intertie Pump Project Grant Authorizing Resolution
 2. Groundwater Resiliency Project Grant Authorizing Resolution
 3. Groundwater Resiliency Project Draft NOE
 4. Phase 4 Recycled Water Project Grant Authorizing Resolution
- 7.f. Adoption of Resolution Making an Appointment to the Parks, Recreation, and Golf Commission (PRGC).
- Recommended Action: Adopt Resolution appointing Victoria (Vicki) Bitonti-Brown to the At-large City Resident position on the Parks, Recreation, and Golf Commission, with the term expiring December 15, 2024.**
- Attachments:
1. Policy Resolution No. 2014-48
 2. Nomination
 3. Proposed Resolution

- 7.g. Approval of Plans and Specifications No. 21-06 for the Runway 15-33 Pavement Rehabilitation Phase 2 , and Authorize Staff to Issue Bids for Specifications No. 21-06, to be Funded by FAA Grant, California State Grant and Local Funds.
Recommended Action: Approve Plans and Specifications for the Runway 15-33 Pavement Rehabilitation Phase 2, and authorize Staff to issue bids for Specifications No.21-06, to be funded by FAA Grant, California State Grant, and local funds.
Attachments:
1. Specifications 21-06 Runway 15-33 Pavement Rehabilitation Phase 2
 2. Plans 21-06 -Runway 15-33 Pavement Rehabilitation Phase 2.
- 7.h. Conditional Award of Purchase of a Permanent Back-Up Power Generator for the Ukiah Valley Conference Center in the Amount of \$53,871.35 to Valley Power Systems, Inc., to be Funded through 20-CDBG-CV1-00004.
Recommended Action: Conditionally award purchase of a permanent back-up power generator for the Ukiah Valley Conference Center in an amount not to exceed \$58,871.35 to Valley Power Systems, Inc., which will be funded through 20-CDBG-CV1-00004.
Attachments:
1. 20-CDBG-CV1-00004 Standard Agreement and Exhibits A-E
 2. Request for Bid
 3. Bid Tabulation
 4. Amendment Request Form- City of Ukiah 20-CDBG-CV1-00004
- 7.i. Approve the Purchase of Printing Services for the Activities and Recreation Guide from Wesco Graphics in the Amount of \$47,774.61.
Recommended Action: Approve the purchase of printing services for the Activities and Recreation Guide from Wesco Graphics in the amount of \$47,774.61.
Attachments:
1. Request for Bid
 2. Bid Tabulation
- 7.j. Approval New Classifications in the Financial Services Specialist Series, and Corresponding Budget Amendment to the Finance Department Personnel Allocations.
Recommended Action: Approve new classifications in the Financial Services Specialist series; approve the reduction of two (2) allocated Financial Services Specialist positions with a corresponding increase to one (1) Accountant position and one (1) Senior Financial Services Specialist position; and approve corresponding budget amendment.
Attachments: None
- 7.k. Receive and File Report of Acquisition of Professional Services from Alpha Analytical Laboratories, Inc. in the Amount of \$20,712.85, for Quarterly Water Sampling and Completion of Chemical Examination Reports for the Ukiah Landfill.
Recommended Action: Receive and file report of acquisition of professional services from Alpha Analytical Laboratories, Inc. in the amount of \$20,712.85, for quarterly water sampling and completion of chemical examination reports for the Ukiah Landfill.
Attachments:
1. Alpha Analytical Lab Invoices_30NOV2021

- 7.l. Approve Change Order #09 to CV Larsen Company in the Amount of \$146,405.36, and Extend the Pressure Zone 2 South Reservoir Replacement Project, Specification No. 20-02 for a Total Revised Contract Amount of \$1,353,129.45, and Approve Corresponding Budget Amendment.
Recommended Action: Approve Change Order #09 to CV Larsen Company in the amount of \$146,405.36, and extend the Pressure Zone 2 South Reservoir Replacement Project, Specification No. 20-02 for a total revised contract amount of \$1,353,129.45, and approve corresponding budget amendment.

Attachments:

1. Proposed Change Order 9
2. Change Order 1
3. Change Order 2
4. Change Order 3 & 4
5. Change Order 5
6. Change Order 6
7. Change Order 7
8. Change Order 8
9. Change Order 10 - Schedule

- 7.m. Review and Consider the Fiscal Year 2022-23 Budget Development Schedule.

Recommended Action: Receive and consider the City's operating and capital budget development and adoption schedule for the 2022-23 fiscal year.

Attachments:

1. Budget Schedule 22-23

- 7.n. Approve a Budget Amendment to the Water Operation and Maintenance Fund, for Possible Expenses in the 2021/2022 Fiscal Year Related to Equipment Maintenance and Repair, using Water Resources Reserve Funds.

Recommended Action: Approve a budget amendment to the Water Operation and Maintenance Fund for possible expenses in the 2021/2022 Fiscal Year related to equipment maintenance and repair.

Attachments:

1. Staff Report from August 18, 2021

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)

- 11.a. Conduct a Public Hearing and Consider Adopting Respective Resolutions Authorizing Lease Revenue Bonds, Series 2022 to Renovate the City Corporation Yard and Construct Improvements to Various City Streets

Recommended Action: Adopt resolutions authorizing the issuance of lease revenue bonds and authorizing the City Manager to execute all related documents for the renovation of the City Corporation Yard and improvements to various City streets.

Attachments:

1. 1a Ukiah City Reso- Lease (1)
2. 1b Ukiah Authority Reso- Issue Bonds
3. Site Lease - Ukiah v3
4. Lease Agreement - Ukiah v3
5. Indenture - Ukiah v3
6. Assignment Agmt - Ukiah v3
7. POS (Ukiah LRBs) 4829-8059-3663 v2
8. Bond Purchase Agreement (Piper Sandler) - Ukiah Lease Revenue Bonds, Ser...

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

13. NEW BUSINESS

- 13.a. Approval of the Sole Source Lease of 14 Safety Cameras from Flock Safety Group in the Amount of \$38,500.00, and Approve Corresponding Budget Amendment.

Recommended Action: Approve the sole source lease of 14 safety cameras from Flock Safety Group in the amount of \$38,500.00, and corresponding budget amendment.

Attachments:

1. Flock Lease Program
2. Service Agreement Order Form
3. Automated License Plate Reader Policy

- 13.b. Authorization for the City Manager to Execute a Host Site Agreement with BETA Technologies for Electric Aircraft and a Vehicle Charging Station at the Airport.

Recommended Action: Authorize the City Manager to Execute a Host Site Agreement with Beta Technologies for Electric Aircraft and a Vehicle Charging Station at the Airport.

Attachments:

1. Agreement
2. Beta Recharge System PowerPoint

- 13.c. 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)or(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)or(3))

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (1 potential case, involving possible termination of construction contract for cause)

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

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. SCUk-CVPT-20-74612

Recommended Action: Confer in Closed Session

Attachments: None

14.e. Conference with Legal Counsel – Existing Litigation

(Cal. Gov't Code Section 54956.9(d)(1))

Name of case: City of Ukiah v. Questex, LTD, et al, Mendocino County Superior Court, Case No. SCUk- CVPT-15-66036

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: Siderakis v. Ukiah, et al, Mendocino County Superior Court, Case No. 21CV00603

Recommended Action: Confer in Closed Session

Attachments: None

14.g. **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.h. **Conference with Real Property Negotiators**

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 003-500-19; 003-190-08; 057-050-12; 157-050-11; 157-060-003; 001-040-83; 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; 003-181-01; 003-582-38

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.i. **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/CMC
Dated: 12/10/21



AGENDA SUMMARY REPORT

SUBJECT: Annual Appointment of New Mayor and Vice Mayor, and Council Reorganization.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Kristine Lawler, City Clerk

ATTACHMENTS:

1. Resolution 2020-50 - Councilmember Rotation Guidelines

Summary: Council will appoint a new Mayor and Vice Mayor with the assistance of Resolution No. 2020-50, which gives guidelines for the annual rotation and seating arrangement, after which the Council will take their new positions on the Dais.

Background: In September 2020, following the review of an ad hoc committee to review the mayoral rotation, the City Council adopted Resolution 2020-50 (Attachment 1) which provided new guidelines for Council rotation and appointment of the Mayor and Vice Mayor.

Per Resolution 2020-50, the naming of the Mayor and Vice Mayor takes place annually at a regular meeting in December.

Discussion: Using the councilmember information below, and the guidelines from Resolution 2020-50 - excerpt also below, the suggested rotation has been listed beneath the councilmember and resolution information.

COUNCILMEMBER INFORMATION:

JIM O. BROWN

Year Took Office – 11/2014
Served as Vice Mayor in 2021
Term Expires –11/2022
Held office of Mayor: 2017

JOSEFINA DUEÑAS

Year Took Office – 11/2020
Occupied Seat #3 in 2021
Term Expires –11/2024
Held office of Mayor: 0 times

MARI RODIN (Filling the unexpired term of Maureen Mulheren):

Year Maureen Mulheren's term began – 11/2018
Year took Office – 2/2021
Occupied Seat #2 in 2021
Term Expires –11/2022
Held office of Mayor: 0 times this appointment; 2007, 2010 from previous appointment

DOUGLAS F. CRANE

Year Took Office – 11/2004

Occupied Seat #1 in 2021

Term Expires –11/2024

Held office of Mayor: 2008, 2011, 2015, 2020

JUAN V. OROZCO

Year Took Office – 11/2018

Served as Mayor in 2020

Term Expires –11/2022

Held office of Mayor: 2021

2021 Seat Formation:

MAYOR	Juan V. Orozco
VICE MAYOR	Jim O. Brown
SEAT 3 - next to Mayor	Josefina Duenas
SEAT 2 - middle	Mari Rodin
SEAT 1 - far right	Douglas F. Crane

EXCERPT FROM RESOLUTION 2020-50:**Rotation is based on the following seating arrangement:**

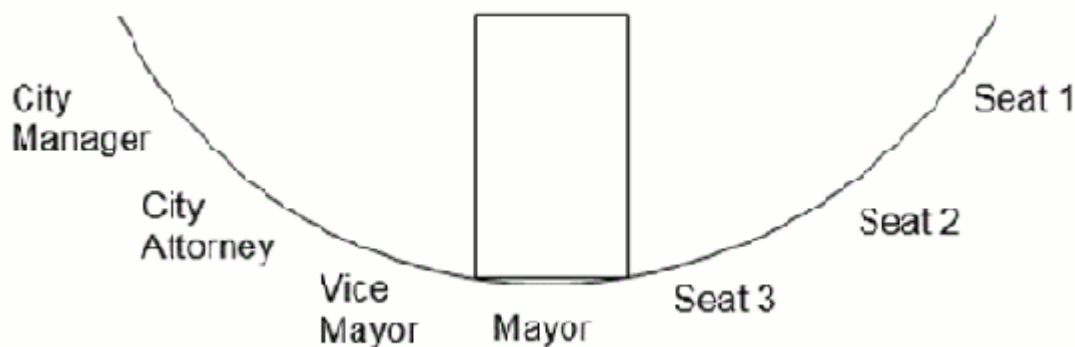
Seat 1 – Farthest to Mayor's right

Seat 2 – Middle seat to Mayor's right

Seat 3 – Directly to Mayor's right

Vice Mayor

Mayor



Each year, all members will rotate as follows:

- Seat 1 to Seat 2
- Seat 2 to Seat 3
- Seat 3 to Vice Mayor
- Vice Mayor to Mayor
- Outgoing Mayor to Seat 1

If a Councilmember declines to serve as Vice Mayor, the Council will decide by formal action where the member will fit into the rotation at the December meeting. The Council has the ultimate discretion to elect or not elect any Councilmember for any office at the December meeting.

SUGGESTED ROTATION FOR 2022:

MAYOR	Jim O. Brown
VICE MAYOR	Josefina Dueñas
SEAT 3 - next to Mayor	Mari Rodin
SEAT 2 - middle	Douglas F. Crane
SEAT 1 - far right	Juan V. Orozco

Vice Mayor Brown to Mayor – as the Vice Mayor moves to the Mayor position.

Councilmember Dueñas to Vice Mayor – as Seat #3 moves to the Vice Mayor position.

Councilmember Rodin to Seat #3 – as Seat #2 moves to Seat #3.

Councilmember Crane to Seat #2 – as Seat #1 moves to Seat #2.

Mayor Orozco to Seat #1 – as outgoing Mayor moves to Seat #1

Having stated the various provisions, Resolution 2020-50 also asserts that the Council has the ultimate discretion to elect or not elect any Councilmember for any office at the December meeting.

Recommended Action: Nominate and appoint the positions of Mayor and Vice Mayor for 2022, and approve council rotation for immediate seating and Council reorganization.

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: City Manager's Office

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2020-50**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING RULES GOVERNING COUNCIL MEETINGS****WHEREAS,**

1. The City Council has adopted by resolution Procedures of Conduct for City Council Meetings, last revised on November 2, 2011 ("Procedures"); and
2. The City Council has determined to revise the rules governing the Mayoral Rotation and Seating Arrangement for Council.

NOW, THEREFORE, BE IT RESOLVED that the title and Section 7 of the Procedures are amended as follows:

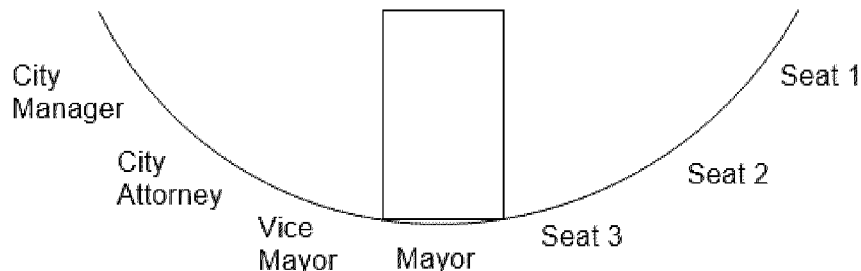
TITLE: City of Ukiah City Council Meeting Procedures

SECTION 7. VOTING PROCEDURE**I. Mayoral Rotation and Seating Arrangement for Council**

It is the policy of the City Council that the office of Mayor be rotated among the members of the City Council and that the Mayor shall serve a term of one year or until a successor is appointed. The City Council shall choose one of its members as Mayor, and one of its members as Vice Mayor, at the regular meeting in the month of December when the election results are presented.

Rotation is based on the following seating arrangement:

Seat 1 – Farthest to Mayor's right
 Seat 2 – Middle seat to Mayor's right
 Seat 3 – Directly to Mayor's right
 Vice Mayor
 Mayor



Each year, all members will rotate as follows:

- Seat 1 to Seat 2
- Seat 2 to Seat 3
- Seat 3 to Vice Mayor
- Vice Mayor to Mayor
- Outgoing Mayor to Seat 1

Incoming Councilmembers:

- Outgoing Mayor will rotate into Seat 1.
- New member will rotate into Seat 2;
- If there are two new members, then they will rotate into Seat 2 & 3.
- If there are three new members, then incoming members will go into Seat 2, 3, and the Vice Mayor position, with the member having received the most votes going into the Vice Mayor position, and the member with the least votes going into Seat 2.
- Appointed members to unfulfilled terms will be treated as new members in respect to the rotations.

If a Councilmember declines to serve as Vice Mayor, the Council will decide by formal action where the member will fit into the rotation at the December meeting. The Council has the ultimate discretion to elect or not elect any Councilmember for any office at the December meeting.

BE IT FURTHER RESOLVED that the amended version of Section 7 as contained in this Resolution shall replace Section 7 in the City Council Meeting Procedures as it read prior to the adoption of this Resolution.

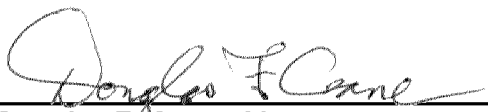
PASSED AND ADOPTED this 2nd day of September, 2020, by the following roll call vote:

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

NOES: None

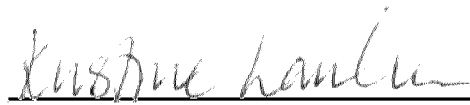
ABSENT: None

ABSTAIN: None



Douglas F. Crane, Mayor

ATTEST:



Kristine Lawler, City Clerk

(Option A from the 9-2-2020, 12d Staff Report)



AGENDA SUMMARY REPORT

SUBJECT: Proclamation Recognizing a Renewed Commitment to Diversity, Equity, and Inclusion in the City of Ukiah.

DEPARTMENT: City Manager /
Admin

PREPARED BY: Traci Boyl, Management Analyst

PRESENTER: Traci Boyl, City Manager's Office Management Analyst.

ATTACHMENTS:

1. Diversity, Equity, and Inclusion Proclamation

Summary: The City Council will issue a proclamation recognizing a renewed commitment to diversity, equity and inclusion in the City of Ukiah.

Background: The City of Ukiah declared a commitment to diversity, equity and inclusion on July 1, 2020, when the City Council established an Equity and Diversity Ad Hoc committee to ensure a comprehensive approach to continue the forward progress and evolution of our agency and service to our community.

Then on October 7, 2020, the City Council further established this commitment to diversity, equity and inclusion when the Ad Hoc was dissolved and City Council adopted Resolution 2020-59 to establish an eleven (11) member Equity and Diversity Standing Committee. The Committee was tasked with developing a written Action Plan to improve diversity, equity, and inclusion within the City workforce and in providing municipal services, to oversee the implementation of the Action Plan, to provide an annual review, and to propose revisions to the Action Plan as necessary.

Discussion: Systemic oppression, including practices, policies, implicit biases, and traditions that benefit privileged groups and disadvantage marginalized groups, continue to exist across the country and even in our community.

The City of Ukiah recognizes that the work to become a more inclusive agency and community is ongoing and requires extensive effort, thought, courage, time, commitment, and participation from the community as a whole.

The City of Ukiah strives to understand and combat the symptoms and causes of systematic oppression. Every member of our community can and should promote inclusiveness, celebrate diversity, and support all fellow community members, to create a culture where every individual and group is welcomed, respected, and is provided the opportunity to participate and thrive fully.

Staff recommends that the City Council issue this proclamation recognizing a renewed commitment to diversity, equity, and inclusion in the City of Ukiah. Proclamation is attached.

Recommended Action: Receive a Proclamation Recognizing a Renewed Commitment to Diversity, Equity,
Page 1 of 2

and Inclusion.

BUDGET AMENDMENT REQUIRED:

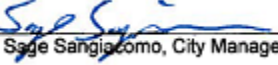
CURRENT BUDGET AMOUNT:

PROPOSED BUDGET AMOUNT:

FINANCING SOURCE:

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH:

Approved: 
Sage Sangiacomo, City Manager

P ROCLAMATION

CITY OF UKIAH

RECOGNIZING A RENEWED COMMITMENT TO DIVERISTY, EQUITY AND INCLUSION IN THE CITY OF UKIAH.

WHEREAS, the City of Ukiah has declared a commitment to diversity, equity and inclusion through the adoption of Resolution 2020-59 establishing an Equity and Diversity Standing Committee; and

WHEREAS, systemic oppression, including practices, policies, implicit biases, and traditions that benefit privileged groups and disadvantage marginalized groups, continue to exist across the country and even in our community; and

WHEREAS, the City of Ukiah expressly rejects such conduct and acts that promote systemic oppression; and

WHEREAS, the City of Ukiah recognizes that the work to become a more inclusive agency and community is ongoing and requires extensive thought, effort, courage, time, commitment, and participation from the community as a whole; and

WHEREAS, the City of Ukiah strives to understand and combat the symptoms and causes of systematic oppression, and recognizes that every member of our community can and should promote inclusiveness, celebrate diversity, and support all fellow community members, to create a culture where every individual and group is welcomed, respected, and is provided the opportunity to thrive; and

WHEREAS, we encourage community members to reject stigma and bias against individuals because of race, ethnicity, place of origin, physical ability, socio-economic status, gender identity, sexual orientation, age or religion, and we urge our community to treat each other with respect and work together to celebrate and recognize the value of the diversity of our community; and

WHEREAS, we welcome the community to participate in one of the many Equity and Diversity related groups, committees, and initiatives to create a more inclusive community. For information about the City of Ukiah Equity and Diversity Committee, visit www.cityofukiah.com/equity-and-diversity.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Ukiah, hereby proclaims a

Renewed Commitment to Diversity, Equity, and Inclusion in the City of Ukiah.

***Signed and sealed, this 15th Day of December,
in the year Two Thousand and Twenty-One.***

, Mayor

**CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
Virtual Meeting Link: <https://zoom.us/j/92368474873>
Ukiah, CA 95482
November 17, 2021
6:00 p.m.**

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on November 17, 2021, having been legally noticed on November 12, 2021. The meeting was held virtually at the following link: <https://zoom.us/j/92368474873>. Mayor Orozco called the meeting to order at 6:05 p.m. Roll was taken with the following **Councilmembers Present:** Douglas F. Crane, Mari Rodin, Josefin Dueñas (arrived at 6:40 p.m.) 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.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Brown.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

- a. Approval of the Minutes for the November 3, 2021, Regular Meeting.
- b. Approval of the Minutes for the November 8, 2021, Adjourned Regular Meeting.

Motion/Second: Rodin/Brown to approve minutes of November 3, 2021, a regular meeting; and November 8, 2021, an adjourned regular meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Brown, and Orozco. NOES: None. ABSENT: Dueñas. ABSTAIN: None.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

- a. Notification of Purchase Order #47548 Issued to Pan Pacific Supply for the Teardown, Inspection, and Repair of Floway Pump in the Amount of \$1,015.00 for the Wastewater Treatment Plant, and Authorize Additional Change Orders as Needed When Repair Quote is Provided.
- b. Adoption of Resolution (2021-57) of the City Council Reconsidering the Circumstances of the State of Emergency and Implementing Teleconferencing Requirements for City Council and Board and Commission Meetings During a Proclaimed State of Emergency Due to the COVID-19 Pandemic.
- c. Receive Schedule of Proclamations Recommended by the City of Ukiah's Equity and Diversity Committee.

- d. Adoption of Resolution (2021-58) Making Appointments to the Design Review Board and Airport Commission.

Motion/Second: Rodin/Brown to approve Consent Calendar Items 7a-7d, as submitted. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Brown, and Orozco. NOES: None. ABSENT: Dueñas. ABSTAIN: None.

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

No public comment was received.

9. **COUNCIL REPORTS**

No reports were presented.

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

No reports were presented.

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: Tami Bartolomei, Office of Emergency Services Coordinator.

Report was received.

13. **NEW BUSINESS**

- a. **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).**

Presenter: Councilmember Rodin.

Motion by Vice Mayor Brown to form an ad hoc committee entitled Complete Streets, to review pedestrian and bike friendliness in the beautiful community of Ukiah.

Upon further consideration, the motion was amended as follows:

Motion/Second: Brown/Rodin to form an ad hoc committee entitled Complete Streets, consisting of Councilmembers Rodin and Crane to serve as the ad hoc members. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Brown, and Orozco. NOES: None. ABSENT: Dueñas. ABSTAIN: None.

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 6:24 P.M.

Councilmember Duenas arrived at 6:40 p.m.

14. **CLOSED SESSION**

- a. **Conference with Legal Counsel—Anticipated Litigation**
(Government Code Section 54956.9(d)(2 & 3))
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)(Number of potential cases: 1)

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)

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. Cit of Ukiah, Justin Wyatt; 21-2609 RMI

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. SCUk-CVPT-2018-70200

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. SCUk-CVPT-20-74612

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. SCUk- CVPT-15-66036

g. 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.

h. 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

i. Conference with Labor Negotiator (54957.6)

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

No action was taken; direction was provided to Staff.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 8:04 p.m.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Report of Disbursements for the Month of October 2021.

DEPARTMENT: Finance

PREPARED BY: Candice Rasmason, Accounts Payable

PRESENTER: Consent Calendar

ATTACHMENTS:

1. October 2021 Summary of Disbursements
2. Account Codes for Reference
3. Object Codes for Reference
4. October 2021 Disbursement Detail

Summary: The Council will review and consider approval of the Report of Disbursements for the month of October 2021.

Background: Payments made during the month of October 2021 are summarized on the Report of Disbursements. Further detail is supplied on the Schedule of Bills, representing the five (5) individual payment cycles within the month.

Accounts Payable Check Numbers (City & UVFA): 3044675-3044795; 3044796-3044881; 3044882-3044975; 3044976-3045069; 3045070-3045130

Accounts Payable Wire Transfers: 53-55

Payroll Check Numbers: 509538-509592; 509593-509646

Payroll Manual Check Numbers: N/A

Direct Deposit Numbers: 107347-107582; 107583-107827

Manual Direct Deposit Numbers: N/A

Void Check Numbers: 3041765, 3043481

Void Direct Deposit Numbers: N/A

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

Attachment #1: October 2021 Summary of Disbursements

Attachment #2: Account Codes for Reference

Attachment #3: Object Codes for Reference

Attachment #4: October 2021 Disbursement Detail

Recommended Action: Approve the Report of Disbursements for the Month of October 2021.

BUDGET AMENDMENT REQUIRED: N/A

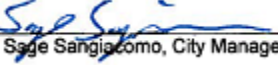
CURRENT BUDGET AMOUNT: N/A

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

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

Attachment 1

FUNDS:

100 General Fund	\$320,487.97	700 Sanitary Disposal Site Fund	\$1,188.54
101 GF-(Sub-Fund) Visit Ukiah	\$72,303.33	701 Landfill Corrective Fund	
105 GF-(Sub-Fund) Fire Authority	\$47,402.65	702 Disposal Closure Reserve Fund	
110 Special General Fund		704 Post Closure Fund - Solid Waste	
120 Streets Capital Improvement	\$494,683.89	710 Ambulance Services Fund	\$5,230.86
130 Pension - Stabilization Fund	\$1,430,412.15	720 Golf Fund	\$25,588.30
200 City Administrative Services	\$93,887.49	730 Conference Center Fund	\$3,807.32
201 Worker's Comp Fund		750 Visit Ukiah	
202 Liability Fund		777 Airport Fund	\$36,485.90
203 Garage Fund	\$12,267.11	778 Airport Capital Improvement Fund	\$3,787.07
204 Purchasing Fund	\$3,055.30	779 Special Aviation Fund	
205 Billing & Collections Fund	\$41,867.38	800 Electric Fund	\$1,138,401.87
206 Public Safety Dispatch Fund	\$865.93	801 Electric Capital Reserve Fund	\$465,178.47
207 Payroll Posting Fund	\$323,871.86	803 Lake Mendocino Bond Reserve	
208 Building Maintenance/Corp Yard Fund	\$96,732.73	805 Street Lighting Fund	\$12,225.53
209 IT Fund	\$43,609.64	806 Public Benefits Fund	\$4,249.00
220 Equipment Reserve Fund		807 Cap and Trade	
249 City Housing Bond Proceeds		820 Water Fund	\$177,565.20
250 Special Revenue Fund	\$0.00	822 Water Capital Improvement Fund	\$389,123.92
251 Special Projects Reserve Fund		830 Recycled Water Fund	\$133,657.23
253 CITY PROP 172	\$7,318.77	840 City/District Sewer Fund	\$114,065.43
300 Park Development Fund		841 Sewer Construction Fund	
301 Anton Stadium Fund	\$0.00	843 Sewer Capital Fund	
302 Observatory Park Fund		900 Special Deposit Trust	\$15,639.76
304 Swimming Pool Fund	\$0.00	901 General Service (Accts Recv)	\$1,582.31
305 Riverside Park Fund	\$0.00	902 U.S.W. Billing & Collection	\$51,876.32
306 Skate Park Fund	\$0.00	903 Public Safety - AB 109	\$0.00
310 Museum Grants		905 Federal Emergency Shelter Grant	
311 Alex Rorbaugh Recreation Center Fund	\$3,529.24	905 Mendocino Emergency Service Authority	
312 Downtown Business Improvement Fund	\$1,024.34	911 Russian River Watershed Association	\$125,932.87
313 LMIHF Housing Asset Fund		915 UVFD	\$3,496.48
314 Winter Special Events		916 UVFD PROP 172	\$7,318.76
315 Advanced Planning Fund	\$0.00	917 UVFD Measure B	\$6,515.17
500 2106 Gas Tax Fund		918 UVFD Mitigation	\$1,361.81
501 2107 Gas Tax Fund		940 Sanitation District Special Fund	
503 2105 Gas Tax Fund		942 Rate Stabilization - UVSD Fund	
505 Signalization Fund		943 Sanitation District Capital Improvement Fund	
506 Bridge Fund		952 REDIP Sewer Enterprise Fund	
507 1998 STIP Augmentation Fund		960 Community Redevelopment Agency	
508 SB325 Reimbursement Fund	\$62,515.85	961 RDA Housing Pass-Through	
509 S.T.P. Fund	\$567.17	962 Redevelopment Housing Fund	
510 Trans-Traffic Congest Relief Fund		963 Housing Debt	
511 Rail Trail Fund		964 RDA Capital Pass-Through	
600 Community Development Block Grant		965 Redevelopment Capital Improvement Fund	
601 EDBG 94-333 Revolving Loan		966 Redevelopment Debt Service	
602 Community Development Fund		967 Housing Bond Proceeds	
603 08-HOME-4688		968 Non-Housing Bond Proceeds	
604 CDBG Grant 09-STBG-6417		969 RDA Obligation Retirement Fund	\$100.00
605 11-HOME-7654 Fund	\$0.00	844/944 Sewer Capital Projects Fund	\$1,360,887.96
606 CDBG Grant 10-EDEF-7261			
607 Prop 84 Grant Fund			
609 13-CDBG-8940			
610 City RDA Projects Fund			
613 Home Program Activities			
620 CASP Train	\$397.96		
630 Asset Seizure Fund	\$1,224.00	611 Retainage Withheld	\$67,837.77
631 Asset Seizure Fund (Drug/Alcohol)			
633 H & S Education 11489(B)(2)(A1)			
634 Federal Asset Seizure Grants			
635 SUP Law Enforcement Service Fund			
636 CBTHP Officer			
637 Local Law Enforcement Block Grant			
638 Asset Forfeiture 11470.2 H & S			
639 Special Revenue - Police			
640 Parking District Fund	\$10,034.47		
670 Federal American Rescue Fund			
691 Museum Fund			
695 Transfer Station Fund			

PAYROLL CHECK NUMBERS: 509538-509592

DIRECT DEPOSIT NUMBERS: 107347-107582

PAYROLL PERIOD: 9/16/21-10/2/21

PAYROLL CHECK NUMBERS: 509593-509646

DIRECT DEPOSIT NUMBERS: 107583-107827

PAYROLL PERIOD: 10/3/21-10/16/21

PAYROLL CHECK NUMBERS:

DIRECT DEPOSIT NUMBERS:

PAYROLL PERIOD:

VOID CHECK NUMBERS:

3041765, 3043481

MANUAL CHECK NUMBERS:

N/A

WIRE TRANSFER NUMBERS:

53, 54, 55

CERTIFICATION OF CITY CLERK

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

City Clerk

APPROVAL OF CITY MANAGER

I have examined this Register and approve same.

City Manager

CERTIFICATION OF DIRECTOR OF FINANCE

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

Director of Finance

TOTAL DEMAND PAYMENTS- A/P CHECKS	\$7,221,163.08
TOTAL DEMAND PAYMENTS- EFT's	\$0.00
TOTAL PAYROLL CHECKS & DIRECT DEPOSITS	\$1,080,826.94
TOTAL PAYROLL EFT's (TAXES, PERS, VENDORS)	\$626,451.76

* vendor name(if applicable)

TOTAL PAYMENTS	\$8,928,441.78
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Account Code Summary

Attachment 2

10000000	GENERAL FUND	20012500	CITY CLERK
10017200	SUCCESSOR AGENCY	20012600	ECONOMIC DEVELOPMENT
10020000	POLICE - GEN FUND	20012800	EMERGENCY MANAGEMENT
10020210	POLICE PATROL	20013210	ACCOUNTS PAYABLE
10020214	POLICE VOLUNTEERS	20013220	PAYROLL
10020216	COPS GRANT	20013400	ACCOUNTING
10020217	POLICE ANIMAL CONTROL	20013401	BUDGET MANAGEMENT
10020218	POLICE CSO	20014000	CITY ATTORNEY
10020220	CODE ENFORCEMENT	20015100	CITY TREASURER
10020224	MAJOR CRIMES TASK FORCE	20016100	HUMAN RESOURCES
10021210	CITY FIRE	20023510	HOUSING GRANTS
10022100	PARKS	20023520	NON-HOUSING GRANTS
10022300	AQUATICS	20100000	WORKER'S COMP FUND
10022700	MUSEUM - GEN FUND	20116220	WORKERS COMPENSATION
10022810	RECREATION ADMINISTRATION	20200000	LIABILITY FUND
10022821	ADULT BASKETBALL	20216200	RISK MANAGEMENT
10022822	ADULT SOFTBALL	20300000	GARAGE FUND
10022824	CO-ED VOLLEYBALL	20324100	GARAGE
10022831	YOUTH BASKETBALL	20324110	FLEET MAINTENANCE
10022832	YOUTH SOFTBALL	20400000	PURCHASING FUND
10022840	DAY CAMP	20413500	PURCHASING
10022850	CLASSES & CLINICS	20413510	CAPITAL ASSET MANAGEMENT
10022860	SPECIAL ACTIVITIES	20413520	GRANTS AND SPECIAL PROJECTS
10022900	COMM SVCS SPECIAL SERVICES	20414000	LEGAL SERVICES/EXPENSES
10023100	PLANNING SERVICES	20500000	BILLING AND COLLECTION FUND
10023110	CURRENT PLANNING	20513300	UTILITY BILLING
10023300	BUILDING INSPECTION	20513380	METERING-ELECTRIC
10023320	BUILDING INSPECTION	20513382	METERING-WATER
10023411	CDBG GENERAL ADMIN	20600000	PUBLIC SAFETY DISPATCH FUND
10024200	ENGINEERING/STREETS	20620231	POLICE UKIAH DISPATCH
10024210	ENGINEERING	20620232	POLICE FT BRAGG DISPATCH
10024214	TRAFFIC SIGNAL OPERATIONS	20700000	PAYROLL POSTING FUND
10024224	STORM WATER	20800000	BUILDING & MAINTENANCE
10024310	CORP YARD MAINTENANCE	20822500	BUILDING & MAINTENANCE
10024620	STREETS	20824300	BLDG MAINT CORP YARD
10100000	GF- (SUB-FUND) VISIT UKIAH	20900000	IT FUND
10112700	GF-(SUB-FUND) VISIT UKIAH	20913900	INFORMATION TECHNOLOGY
10500000	MEASURE S GENERAL FUND	22000000	FIXED ASSET FUND
10521210	FIRE AUTHORITY	25100000	SPECIAL PROJECTS RESERVE FUND
12000000	STREET REHABILITATION	25300000	PROP 172 FUND
12024200	PUBLIC WORKS ENGINEERING	25321210	CITY FIRE
13000000	GOV'TL DEBT SVC/RESERVE FUND	30000000	PARK DEVELOPMENT FEES FUND
20000000	CITY ADMINISTRATIVE SERVICES	30022200	PARK DEVELOPMENT
20010000	CITY COUNCIL	30100000	ANTON STADIUM FUND
20012100	CITY MANAGER	30200000	OBSERVATORY PARK FUND
20012200	ADMINISTRATIVE SUPPORT	30300000	PLAYGROUND & PARK AMENITIES FU
20012300	COMMUNITY OUTREACH/PUBLIC INFO	30322230	PLAYGROUND AND PARK AMENITIES

Account Code Summary

Attachment 2

30400000	SWIMMING POOL FUND	63820210	ASSET FORFEITURE 11470 EXPENDI
30522250	RIVERSIDE PARK	63900000	SPECIAL REVENUE POLICE
30600000	SKATE PARK FUND	64000000	PKG. DIST. #1 OPER & MAINT FUN
30700000	SOFTBALL COMPLEX FUND	64012600	ECONOMIC DEVELOPMENT
31100000	ARRC GENERAL OPERATING FUND	64020213	POLICE PARKING ENFORCEMENT
31122000	ARRC	67000000	FEDERAL AMERICAN RESCUE FUNDS
31200000	DOWNTOWN BUSINESS IMPROVEMENT	69500000	TRANSFER STATION
31212600	ECONOMIC DEVELOPMENT	70000000	SANITARY DISPOSAL SITE FUND
31300000	LMIHF HOUSING ASSET FUND	70024500	LANDFILL 700
31323400	HOUSING	70124500	LANDFILL CORRECTIVE
31323431	LMI GENERAL ADMIN	70200000	DISPOSAL CLOSURE RESERVE FUND
31500000	ADVANCED PLANNING FUND	70224500	LANDFILL CLOSURE
31523100	COMMUNITY PLANNING	70400000	POST CLOSURE FUND-SOLID WASTE
50000000	GAS TAX FUND	71000000	AMBULANCE SERVICES FUND
50024214	TRAFFIC SIGNAL OPERATIONS	71021100	AMBULANCE SERVICES
50500000	SIGNALIZATION FUND	72000000	GOLF FUND
50800000	SB325 REIMBURSEMENT FUND	72022400	GOLF
50824210	SB325 ENGINEERING	73000000	CONFERENCE CENTER FUND
50900000	S.T.P.	73022600	CONFERENCE CENTER
50924210	STP ENGINEERING	77700000	AIRPORT FUND
51100000	RAIL TRAIL FUND	77714000	CITY ATTORNEY
51124210	Rail Trail	77725200	AIRPORT OPERATIONS
60000000	COMM. DEVELOPMT. BLOCK GRANT F	77800000	AIRPORT CAPITAL IMPROVEMENT FU
60023411	CDBG GENERAL ADMIN	77825200	AIRPORT CAPITAL
60023412	CDBG ACTIVITY DELIVERY	77900000	SPECIAL AVIATION FUND
61100000	CDBG 16-CDBG-11147	77925200	AIRPORT SPECIAL
61112600	CDBG ECONOMIC DEVELOPMENT	80000000	ELECTRIC FUND
61123410	16-CDBG-11147	80014000	CITY ATTORNEY
61123411	CDBG GENERAL ADMIN	80026110	ELECTRIC OVERHEAD
61200000	FUND 612 UNASSIGNED	80026120	ELECTRIC UNDERGROUND
61223400	HOME CDD HOUSING	80026200	TELEMETRY & CALIBRATION
61223422	HOME ACTIVITY DELIVERY	80026210	SUBSTATION
61323400	HOME HOUSING ACTIVITIES	80026220	HYDROELECTRIC PLANT
61323421	HOME GENERAL ADMIN	80026400	ELECTRIC ADMINISTRATION
62000000	CASP CERTIF & TRAINING	80026440	POWER PURCHASES
62023320	CASP CERTIF & TRAINING	80100000	ELECTRIC CAPITAL RESERVE FUND
63000000	ASSET SEIZURE FUND	80126100	ELECTRIC CIP
63020210	ASSET SEIZURE EXPENDITURE	80126220	HYDROELECTRIC PLANT
63300000	H&S EDUCATION 11489(B)(2)(A1)	80500000	STREET LIGHTING FUND
63320210	H&S ASSET SEIZURE EXPENDITURE	80526150	STREET LIGHTING
63400000	FEDERAL ASSET SEIZURE GRANTS F	80600000	PUBLIC BENEFITS CHARGES FUND
63420250	FED ASSET SEIZURE EXPENDITURE	80626450	PUBLIC BENEFITS
63500000	SUP.LAW ENFORCE.SVC.FD(SLESF)	80700000	ELECTRIC CAP AND TRADE FUND
63520210	SLESF	80800000	ELECTRIC LOW CARBON FUEL STDS
63600000	CBTHP OFFICER	80826100	ELECTRIC LOW CARBON FUEL STDS
63620210	CBTHP OFFICER	82000000	WATER FUND
63800000	ASSET FORFEITURE 11470.2 H&S F	82027110	WATER

82027111	PROD OPERATIONS & MAINTENANCE
82027114	DISTRIB OPERATIONS & MAINT
82100000	WATER CAPITAL RESERVE FUND
82200000	WATER CONNECTION FEE FUND
82227113	WATER DISTRIBUTION CAPITAL
83000000	RECYCLED WATER
83027330	RECYCLED WATER
84000000	CITY/DIST. SEWER OPERATING FUN
84027220	WASTE WATER
84027221	CITY WASTE O & M
84027225	WASTE TREATMENT O & M
84100000	SEWER BOND DEBT SERVICE FUND
84127226	WASTEWATER TREATMENT CAPITAL
84200000	RATE STABILIZATION-CITY FUND
84300000	CONNECTION FEE SEWER FUND (CAP
84400000	CITY SEWER CAPITAL PROJECTS FU
84427221	CITY WASTEWATER O&M 844
84427222	CITY WASTE CAPITAL
90000000	SPECIAL DEPOSIT TRUST FUND
91500000	UKIAH VALLEY FIRE DEPARTMENT
91521400	UVFD FIRE ADMINISTRATION
91600000	UVFD PROP 172
91621400	UVFD PROP 172
91700000	UVFD MEASURE B UNASSIGNED
91721400	UVFD FIRE
91800000	UVFD MITIGATION FEES
91821400	UVFD MITIGATION
96900000	REDEVELOPMENT OBLIGATION RETIR
96917200	SUCCESSOR AGENCY
96995669	969 - RDA OBLIGATION RETIREMEN

Object Code Summary

Attachment 3

51211	PERS UNFUNDED LIABILITY	54101	POSTAGE
51220	INSURANCE	54102	SMALL TOOLS
51230	WORKERS COMP	54103	LAB SUPPLIES
51240	MEDICARE	54106	SPECIALTY SUPPLIES
51260	FICA	54107	EMS SUPPLIES
51270	UNIFORM ALLOWANCE	54120	PW - SPECIAL SUPPLIES
51290	CELL PHONE STIPEND	54121	PW - ASPHALT CONCRETE
52100	CONTRACTUAL SERVICES	54122	PW - AGGREGATE BASE
52110	AMBULANCE BILLING	54124	PW - CONCRETE/SUPPLIES
52111	DEFIBRILLATOR MAINTENANCE	54125	PW - TRAFFIC PAINT
52112	M. S. OVERSIGHT	54126	PW-PREMARKS
52113	PLANNING STUDIES	54127	PW - SIGN POSTS/SHEETING
52114	COMPLIANCE STUDIES	54128	PW - COLD PATCH MATERIAL
52130	EDUCATIONAL & MARKETING MATL'S	54129	PW - TACK OIL
52131	ASSISTANCE TO SENIORS	54130	PW - SAFETY
52133	MONTHLY DISCOUNT PROGRAM	54131	PW - BARRICADES & CONES
52134	GENERAL ADMIN	54161	BACKGROUND & PHYSICALS
52135	ENERGY CONSERVATION PROGRAM	54162	ADVERTISING
52137	PUBLIC BENEFITS PROGRAM MGMT	54163	INTERVIEW SUPPLIES
52139	RESEARCH DEVELOPMENT & DEMO	54165	NEW EMPLOYEE FINGERPRINT
52150	LEGAL SERVICES/EXPENSES	54166	DOT TESTING PROGRAM
52151	EMPLOYEE BENEFIT ADMIN FEES	54167	EMPLOYEE DEVELOPMENT
52155	ACTIVITY DELIVERY	54169	LIVESCAN
52180	SECURITY SERVICES	54201	PRISONER EXPENSE
52181	VOLUNTEER EXPENSES	54202	MAJOR CRIME INVESTIGATIONS
52301	PROPERTY TAX ADMIN FEE	54203	RECRUITMENT
52304	LAFCO FEES AND PROP TAX EXP	54320	SOFTWARE
52500	TRUSTEE FEES	54330	COMPUTER AND TECHNOLOGY
52510	ADVERTISING & PROMOTION	54500	EQUIP RENTS AND LEASES
52515	ADVERTISING & PUBLICATION	54700	FINES & PENALTIES
52521	LIABILITY INSURANCE PREMIUM	55100	TELEPHONE
52522	LIABILITY & PROPERTY DEDUCT	55200	PG&E
52524	PROPERTY INSURANCE PREMIUM	55210	UTILITIES
52525	WORKER'S COMP. EXPENSE	56100	VEHICLE & EQUIPMENT MAINT. & R
52526	REMIF ASSESSMENT PAYMENTS	56112	EQUIPMENT PARTS FOR RESALE
52527	A.D.P. PREMIUM & DEDUCTIBLE	56120	EQUIPMENT MAINTENANCE & REPAIR
52528	LIABILITY INSURANCE	56125	LAB EQUIP-REPAIR & MAINT.
52529	EARTHQUAKE & FLOOD (DIC)	56130	EXTERNAL SERVICES
52532	SAFETY & TRAINING SUPPORT	56210	FUEL & FLUIDS
52533	UVFA RETIREE HEALTH INS	56300	BUILDING MAINT. & REPAIR
52600	RENT	56410	EQUIPMENT RENTAL - PRIVATE
52601	DATA STORAGE & CONNECTIVITY	56504	FACILITY MAINTENANCE & REPAIR
52602	RENTAL OF CITY PROPERTY	56600	AIRFIELD MAINTENANCE & REPAIR
52841	SUCCESSOR AGENCY ADMIN	57100	LEARNING AND DEVELOPMENT
53000	LAWSUIT SETTLEMENT	57101	CONF & TRAINING-AQUATICS
54100	SUPPLIES	57300	MEMBERSHIPS & SUBSCRIPTIONS

58101 NCPA PLANT GENERATION
58102 NCPA POWER PURCHASES
58103 NCPA TRANSMISSION
58104 NCPA MANAGEMENT SERVICES
58105 NCPA THIRD PARTY SALES
58202 CHEMICALS
58401 AVIATION FUEL
58410 GARAGE LUBRICANTS & PARTS
58510 REIMBURSABLE JOBS
59100 PROPERTY TAXES PAID
59101 FEES
59102 FRANCHISE FEES
59105 CONTRIBUTIONS TO OTHER AGENCY
59106 SENIOR TRASH SUBSIDY
59108 BANK FEES
59400 OTHER EXPENSES
59500 LOANS ISSUED
59502 SCHOLARSHIPS
61200 PURCHASING ALLOCATION
61300 BILLING & COLLECTION ALLOCATIO
61410 RENT ALLOCATION
61420 BUILDING MAINTENANCE ALLOCATIO
61422 IT ALLOCATION
61430 CORP YARD ALLOCATION
61500 INSURANCE ALLOCATION
61600 GARAGE ALLOCATION
61700 DISPATCH
62100 ADMIN & OVERHEAD ALLOCATION
63000 INTERFUND SERVICES USED
70101 LOAN PAYMENTS MADE
70102 BOND INTEREST EXPENSE
70103 LOAN INTEREST
70201 LOAN PRINCIPAL PAYMENTS
70202 BOND PRINCIPAL PAYMENTS
74500 CAPITAL LEASE PRINCIPAL
74501 CAPITAL LEASE INTEREST
80100 MACHINERY & EQUIPMENT
80210 LAND ACQUISITION
80220 BUILDING IMPROVEMENTS
80230 INFRASTRUCTURE
90100 LOAN PROCEEDS
90101 LOAN PAYMENT RECEIVED

List of Checks Presented for Approval on 10/1/2021

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

CR 10/1/21

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
4LEAF INC	J3595H	ON-CALL BUILDING & PLAN CHECK	\$6,912.00	10023320-52100	CONTRACTUAL SERVICES	\$6,912.00
					Vendor Total:	\$6,912.00
A M CONSTRUCTION INC	1379	CONCRETE/ASPHALT	\$435.49	10024620-54120	PW - SPECIAL SUPPLIES	\$435.49
					Vendor Total:	\$435.49
ADVANCED SECURITY SYSTEMS	577673	ONSITE SERVICE, BATTERY	\$278.07	10022700-56300	BUILDING MAINT. & REPAIR	\$278.07
	578702	MONTHLY ALARM SERVICES FOR 130 TALMAGE RD	\$25.75	10521210-52180	SECURITY SERVICES	\$25.75
					Vendor Total:	\$303.82
AFLAC	258247	CANCER/LIFE/ACC INSURANCE	\$8,391.68	20700000-20527	SECTION 125 (CANCER & LIFE)	\$8,391.68
					Vendor Total:	\$8,391.68
AIR TECHNOLOGY WEST	6196	HEAD OVERHAUL KIT, ACORN NUTS	\$1,062.45	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,062.45
					Vendor Total:	\$1,062.45
ALL-GUARD ALARM SYSTEMS INC	A337489	MONTHLY MONITORING AT WWTP	\$91.40	84027225-52180	SECURITY SERVICES	\$91.40
					Vendor Total:	\$91.40
AMAZON CAPITAL SERVICES	1XM1-CLYD-DYRK	STREAM LIGHT	\$132.82	10024620-54120	PW - SPECIAL SUPPLIES	\$132.82
	1Y41-MWHV-3XNV	CARRYING BAGS, YOUTH JERSEYS	\$226.67	10022850-44915	RECREATION PROGRAM INCOME	\$141.43
				90000000-23256	SPECIAL EVENTS TRUST	\$85.24
	1Y7D-QJNP-JGL6	IMPACT WRENCHES	\$368.46	84027221-54102	SMALL TOOLS	\$368.46
	1WKT-QDWH-3LLM	FOOD SILICA GEL PACKS	\$17.40	10022100-54100	SUPPLIES	\$17.40
	1J14-YHNW-G7GC	STREAMLIGHT, BATTERIES	\$236.70	80026400-54100	SUPPLIES	\$236.70
	1WQC-CYV1-6R37	KEY LABLES	\$329.44	82027114-54100	SUPPLIES	\$164.72
				84027221-54100	SUPPLIES	\$164.72
					Vendor Total:	\$1,311.49

List of Checks Presented for Approval on 10/1/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AMERICAN NATIONAL RED CROSS & ITS CONSTITUENT	22373919	FIRST AID/CPR/AED BLOODBORNE	\$352.00	10022840-54100	SUPPLIES	\$352.00
					Vendor Total:	\$352.00
AMERICAN PLANNING ASSOCIATION	DV092921	MEMBERSHIP RENEWAL	\$125.00	10023100-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$125.00
					Vendor Total:	\$125.00
ANDREW SNYDER	TA 10/18-21/21	TRAVEL ADVANCE	\$487.60	10020210-57100	LEARNING AND DEVELOPMENT	\$487.60
					Vendor Total:	\$487.60
ASSOCIATION OF ENVIRONMENTAL PROFESSIONALS	DV092821	MEMBERSHIP	\$250.00	10023100-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$250.00
					Vendor Total:	\$250.00
AT&T	2463 SEP 21	FAX SERVICES - S STATION	\$50.96	10521210-55100	TELEPHONE	\$50.96
					Vendor Total:	\$50.96
AT&T MOBILITY	28730313870 OX0910202	FIRE CELL PHONES	\$557.08	10521210-55100	TELEPHONE	\$557.08
					Vendor Total:	\$557.08
BADGER METER INC	1459153	2" COMPOUND WATER METER, CF	\$2,044.04	82027114-54100	SUPPLIES	\$2,044.04
					Vendor Total:	\$2,044.04
BOUND TREE MEDICAL LLC	84218915	EMS SUPPLIES	\$421.00	10521210-54107	EMS SUPPLIES	\$421.00
					Vendor Total:	\$421.00
BRIAN LEIGH KLOVSKI	DV092521	GRIMETIME - 2021 SKATE JAM PER	\$500.00	90000000-23256	SPECIAL EVENTS TRUST	\$500.00
					Vendor Total:	\$500.00
BRIDGES RESTORATION LLC	4519	ON-CALL EMERGENCY CLEAN-UP SER	\$1,006.80	84027225-52100	CONTRACTUAL SERVICES	\$1,006.80
					Vendor Total:	\$1,006.80
BROADCASTING CORP OF MENDOCINO CO	590-00040-0000	EMPLOYMENT ADVERTISING	\$490.00	10022810-54162	ADVERTISING	\$490.00
	590-00041-0000	EMPLOYMENT ADVERTISING	\$490.00	10022810-54162	ADVERTISING	\$490.00
					Vendor Total:	\$980.00
CA DEPT OF FISH & WILDLIFE	DV092721	MEMBERSHIP	\$600.00	10023100-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$600.00
					Vendor Total:	\$600.00
CALIFORNIA WATER ENVIRONMENT ASSOCIATION	DV091421	CERTIFICATION - D TUBBS	\$91.00	84027225-57100	LEARNING AND DEVELOPMENT	\$91.00
					Vendor Total:	\$91.00

List of Checks Presented for Approval on 10/1/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CARTER GRISSOM	DV092521	TOP SHELF - SKATE JAM 2021 PER	\$1,000.00	90000000-23256	SPECIAL EVENTS TRUST	\$1,000.00
					Vendor Total:	\$1,000.00
CHRISTOPHER LONG	TR 9/19-22/21	TRAVEL REIMBURSEMENT	\$482.64	10020210-57100	LEARNING AND DEVELOPMENT	\$482.64
					Vendor Total:	\$482.64
CISCO SYSTEMS INC	5100460708	CISCO WEBEX MEETINGS AND FILE	\$386.96	20913900-54320	SOFTWARE	\$386.96
					Vendor Total:	\$386.96
CITIBANK N.A.	SF-D 25863	MAIL DROP BOX, PEDESTAL	\$451.95	80126100-80220	BUILDING IMPROVEMENTS	\$451.95
	SF-D 25858	AIRPORT LIGHTING BULBS	\$296.01	77725200-56300	BUILDING MAINT. & REPAIR	\$296.01
	386777449	APPLE PENCIL 2ND GENERATION	\$2,342.56	10023320-54330	COMPUTER AND TECHNOLOGY	\$2,342.56
	SF-D 22916	FLECK 5600 METER ASSY	\$149.00	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$149.00
	SF-D 22922	25% DOWN PAYMENT STAFF GAUGES PO#47448	\$631.25	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$631.25
	SF-D 25876	REGISTRATION - C GOWAN	\$180.00	84027225-57100	LEARNING AND DEVELOPMENT	\$180.00
	SF-D 22927	MILWAUKEE CORDLESS DRILL/DRIVER	\$388.68	80026120-54102	SMALL TOOLS	\$388.68
	1614-7705	LEICA GEOSYSTEMS ANNUAL RENEWAL	\$1,920.00	10024620-54320	SOFTWARE	\$480.00
				82027110-54320	SOFTWARE	\$480.00
				83027330-54320	SOFTWARE	\$480.00
				84027220-54320	SOFTWARE	\$480.00
	SF-D 25867	GT-7 EDGER SIDEWALK ENGINE	\$597.72	10022100-54100	SUPPLIES	\$597.72
	SF-D 25861	SYVANIA BULBS	\$114.58	10022700-54100	SUPPLIES	\$114.58
	SF-D 25888	MUSEUM GALA EVENT SUPPLIES	\$117.66	10022700-54100	SUPPLIES	\$117.66
	SF-D 22787	A'S TICKETS - SHOOT-A-THON WINNER	\$216.25	10022831-54100	SUPPLIES	\$216.25
	SF-D 25873	EXPEDITE SHIPPING CHARGE	\$38.56	20012100-54100	SUPPLIES	\$38.56
	SF-D 25868	EMPLOYEE RECOGNITION AWARDS	\$472.87	20012100-54100	SUPPLIES	\$472.87
	SF-D 25877	BIOHAZARD WASTE BAGS, RED WASTE CAN	\$332.11	20012200-54100	SUPPLIES	\$332.11
	SF-D 25860	KN95 FACE MASKS	\$582.49	20012200-54100	SUPPLIES	\$582.49
	SF-D 22915	TRAFFIC CONE SIGNS	\$214.52	80026120-54100	SUPPLIES	\$214.52

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CITIBANK N.A.	S112931	BP1520 UTILITY PUMP 20V DEWALT	\$1,219.45	82027114-54100	SUPPLIES	\$1,219.45
					Vendor Total:	\$10,265.66
COFFEE CRITIC INC, THE	r26838	MISC. COFFEE SUPPLIES AS NEEDED	\$90.00	20012200-54100	SUPPLIES	\$90.00
					Vendor Total:	\$90.00
COMCAST	0472 SEP 21	INTERNET SERVICES	\$161.77	20913900-55100	TELEPHONE	\$161.77
					Vendor Total:	\$161.77
CORRINE LINDGREN	DV092721	REIMBURSEMENT - SEWER LATERAL	\$2,000.00	84427222-52100	CONTRACTUAL SERVICES	\$2,000.00
					Vendor Total:	\$2,000.00
CORROSION PROTECTION SOLUTIONS INC	UKIAH-2021-2	SENIOR CORROSION ENGINEER/NACE	\$33,420.00	82227113-80230	INFRASTRUCTURE	\$33,420.00
					Vendor Total:	\$33,420.00
DAVID RAPPORT	7317	LEGAL SERVICES FOR FY 21/22	\$28,432.77	20014000-52150	LEGAL SERVICES/ EXPENSES	\$438.53
				20014000-52150	LEGAL SERVICES/ EXPENSES	\$15,769.35
				20414000-52150	LEGAL SERVICES/ EXPENSES	\$1,557.53
				80014000-52150	LEGAL SERVICES/ EXPENSES	\$222.96
				82014000-52150	LEGAL SERVICES/ EXPENSES	\$4,785.45
				84014000-52150	LEGAL SERVICES/ EXPENSES	\$80.29
				90214000-52150	LEGAL SERVICES/ EXPENSES	\$5,578.66
					Vendor Total:	\$28,432.77
DEEP VALLEY SECURITY	382150	LTE M COMMUNICATOR - VERIZON	\$190.53	10022700-56300	BUILDING MAINT. & REPAIR	\$190.53
					Vendor Total:	\$190.53
DELL MARKETING LP	10517159770	DELL LATITUDE 7520 LAPTOP	\$1,845.92	20513300-54330	COMPUTER AND TECHNOLOGY	\$1,845.92
					Vendor Total:	\$1,845.92
DEPARTMENT OF HEALTH CARE SERVICES	GEM1121VW D0	Q2 GROUND EMERGENCY MEDICAL TRANSPORT	\$835.50	71021100-52110	AMBULANCE BILLING	\$835.50
	GEM10214M P7	Q1 GROUND EMERGENCY MEDICAL TRANSPORT	\$902.34	71021100-52110	AMBULANCE BILLING	\$902.34
					Vendor Total:	\$1,737.84

List of Checks Presented for Approval on 10/1/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DEPARTMENT OF JUSTICE	534815	CHEM/TEST REORT CRIMINAL INVES	\$105.00	10020210-52100	CONTRACTUAL SERVICES	\$105.00
					Vendor Total:	\$105.00
EMS TECHNOLOGY SOLUTIONS LLC	39655	#IQ10018 INVENTORY AND ASSET	\$1,380.00	91521400-54320	SOFTWARE	\$690.00
				91721400-54320	SOFTWARE	\$690.00
					Vendor Total:	\$1,380.00
EVERGREEN JOB & SAFETY TRAINING INC	1366	JOB AND SAFETY TRAINING - SEPT	\$2,193.48	80026110-52100	CONTRACTUAL SERVICES	\$2,193.48
					Vendor Total:	\$2,193.48
FAMILY TREE RESOURCE INC	2021595	TREE TRIMMING PER CONTRACT 19	\$8,604.00	80026110-52100	CONTRACTUAL SERVICES	\$8,604.00
	2021603	TREE TRIMMING PER CONTRACT 19	\$9,679.50	80026110-52100	CONTRACTUAL SERVICES	\$9,679.50
					Vendor Total:	\$18,283.50
FASTENAL	CAUKA43920	MISC. SUPPLIES AS NEEDED	\$111.25	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$111.25
	CAUKA43957	MISC. SUPPLIES AS NEEDED	\$287.51	80026110-54100	SUPPLIES	\$287.51
					Vendor Total:	\$398.76
FEDERAL EXPRESS	7-503-28261	SHIPPING SERVICES	\$30.22	20012500-54101	POSTAGE	\$30.22
	7-496-77055	SHIPPING SERVICES	\$71.11	20016100-54101	POSTAGE	\$24.28
				84027225-54101	POSTAGE	\$46.83
					Vendor Total:	\$101.33
FERGUSON US HOLDINGS INC	1657521	(AD-80) ADAPTER, METAL-PVC (SC	\$51.39	82000000-12104	INVENTORY - PURCHASES	\$51.39
	1657956	8X6 MJXFLG C153 REDUCER	\$364.46	82027114-54100	SUPPLIES	\$364.46
					Vendor Total:	\$415.85
FIRST ALARM	637512	ALARM MONITORING	\$166.86	10020210-52180	SECURITY SERVICES	\$120.51
				20822500-52180	SECURITY SERVICES	\$46.35
					Vendor Total:	\$166.86
FLIGHT LIGHT INC	0079153-IN	MANAIRCO BEACON SPARE CARBON BRUSH	\$143.38	77725200-56300	BUILDING MAINT. & REPAIR	\$143.38
					Vendor Total:	\$143.38
GENERAL PACIFIC INC	1418543	(2U-JU-1B) JUNCTION BAR, 4 POI	\$2,862.54	80000000-12104	INVENTORY - PURCHASES	\$2,862.54
					Vendor Total:	\$2,862.54
GENERAL SERVICES AGENCY	OCT 21	SPANISH MTN SUBLEASE MO RENT	\$50.00	20620231-52100	CONTRACTUAL SERVICES	\$50.00
					Vendor Total:	\$50.00

List of Checks Presented for Approval on 10/1/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GOLDEN GATE BRIDGE TOLL	I712152063792	BRIDGE TOLL FEE	\$6.00	10521210-57100	LEARNING AND DEVELOPMENT	\$6.00
					Vendor Total:	\$6.00
GOLDEN STATE EMERGENCY VEHICLE SERVICE INC	CI029530	MODULE, DATALINK 8 MODULE OUTPUT	\$186.76	10521210-56130	EXTERNAL SERVICES	\$186.76
					Vendor Total:	\$186.76
GRAINGER INC	9056613301	BATTERY, TUBING	\$70.71	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$70.71
	9056309645	BURETTE BRUSH	\$27.83	84027225-54103	LAB SUPPLIES	\$27.83
	9042471210	SECURITY SAFE	\$762.60	20012200-54100	SUPPLIES	\$762.60
					Vendor Total:	\$861.14
GRANITE CONSTRUCTION COMPANY	2097515	MISC ROCK & ROAD PATCH MATERIA	\$206.10	80026110-54100	SUPPLIES	\$206.10
					Vendor Total:	\$206.10
HACH COMPANY	12643999	BOTTLE STOPPER	\$28.51	84027225-54103	LAB SUPPLIES	\$28.51
					Vendor Total:	\$28.51
HERC RENTALS INC	32037400-005	AUGUST MONTHLY RENTAL	\$2,825.79	10024620-52100	CONTRACTUAL SERVICES	\$941.93
				82027114-52100	CONTRACTUAL SERVICES	\$941.93
				84027221-52100	CONTRACTUAL SERVICES	\$941.93
					Vendor Total:	\$2,825.79
HOME DEPOT CREDIT SERVICES	9020662	STAIN OIL SUMMER OAK, PAINT	\$22.06	20822500-56300	BUILDING MAINT. & REPAIR	\$22.06
	8011617	SCREEN KIT, SCREEN FRAME	\$49.56	84027225-56300	BUILDING MAINT. & REPAIR	\$49.56
	2073992	LED TROFFER, TRIPLANK, PAINT	\$1,021.84	84027225-56300	BUILDING MAINT. & REPAIR	\$1,021.84
	3512100	CLAMP, VINYL TUBE	\$8.25	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$8.25
	4025567	FUSE	\$5.14	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$5.14
	9011586	STORAGE HANGER, TURTLE WAX, DETAILER, TIRE SHINE	\$179.49	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$179.49
	7025284	STEP LADDERS	\$618.41	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$618.41
	0074010	M18 FUEL EDGER ATTACHMENT, FUEL TRIM TOOL	\$357.11	10022100-54102	SMALL TOOLS	\$357.11
	7512472	DIGITAL CIRCUIT BREAKER FINDER	\$54.40	84027225-54102	SMALL TOOLS	\$54.40

List of Checks Presented for Approval on 10/1/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
HOME DEPOT CREDIT SERVICES	2021253	DEWALT 2-WAY RADIO SET	\$217.73	10022840-54100	SUPPLIES	\$217.73
	3350197	SOCKET ADAPTER, BARREL STYLE RECEIVER	\$66.19	80026120-54100	SUPPLIES	\$66.19
	6020046 1	ON SITE LOCK BOX	\$325.54	82027111-54100	SUPPLIES	\$325.54
	7025257	GORILLA TAPE, 6IN STORAGE BIN	\$31.77	84027225-54100	SUPPLIES	\$31.77
Vendor Total:						\$2,957.49
HOWARD INDUSTRIES C/O WRATHALL & KRUSI INC	54021-963821	PAD MOUNT 37.5 KVA, 12 KV, 240	\$21,579.03	80000000-12104	INVENTORY - PURCHASES	\$21,579.03
	Vendor Total:					\$21,579.03
INTEC SOLUTIONS INC	29596	ALL LABOR AND MATERIALS TO FUR	\$19,701.01	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$19,701.01
	Vendor Total:					\$19,701.01
INTERCOUNTY MECHANICAL & ELECTRICAL INC	7933-B	HEAT EXCHANGER AND PANELS FOR	\$3,500.00	20822500-56300	BUILDING MAINT. & REPAIR	\$3,500.00
	7977-B	NEW COMPRESSOR FOR HVAC NEAR	\$6,000.00	20822500-56300	BUILDING MAINT. & REPAIR	\$6,000.00
	Vendor Total:					\$9,500.00
INTERWEST CONSULTING GROUP INC	72214	ON-CALL BUILDING & PLAN CHECK	\$3,169.36	10023320-52100	CONTRACTUAL SERVICES	\$3,169.36
	Vendor Total:					\$3,169.36
JAKE BURGESS - PETTY CASH	DV101521	CASH PRIZES - ANNUAL PUMPKINFEST WEIGH-OFF	\$1,500.00	90000000-23219	PUMPKINFEST	\$1,500.00
	Vendor Total:					\$1,500.00
JOHNSON'S QUALITY TREE CARE AND LOGGING CO LLC	E6059	REMOVAL BLACK WALNUT TREE - DEAD WOOD	\$900.00	10024620-52100	CONTRACTUAL SERVICES	\$900.00
	Vendor Total:					\$900.00
KNOWBE4 INC	INV150061	KNOWBE4 SECURITY AWAREMESS TRA	\$5,175.00	20913900-54320	SOFTWARE	\$5,175.00
	Vendor Total:					\$5,175.00
LIFE ASSIST INC	1136890	MISC. EMS SUPPLIES AS NEEDED	\$412.93	10521210-54107	EMS SUPPLIES	\$412.93
	Vendor Total:					\$412.93
LORELEI SCOTT	9494	CONCERT IN THE PARK BANNERS	\$720.94	90000000-23226	CONCERT SERIES	\$720.94
	9491	CONCERT IN THE PARK SPONSOR BANNERS	\$903.30	90000000-23226	CONCERT SERIES	\$903.30
	9176	MOVIE MADNESS SPONSOR BANNERS	\$374.41	90000000-23235	MOVIES IN THE PLAZA	\$374.41
	9492	MOVIE MADNESS BANNERS	\$976.61	90000000-23235	MOVIES IN THE PLAZA	\$651.07

List of Checks Presented for Approval on 10/1/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
LORELEI SCOTT	9492	MOVIE MADNESS BANNERS	\$976.61	90000000-23256	SPECIAL EVENTS TRUST	\$325.54
	9493	REC EVENTS BANNERS	\$979.88	90000000-23256	SPECIAL EVENTS TRUST	\$195.97
				10022831-54100	SUPPLIES	\$195.97
				10022832-54100	SUPPLIES	\$196.00
				10022850-54100	SUPPLIES	\$195.97
				10022850-54100	SUPPLIES	\$195.97
Vendor Total:						\$3,955.14
MATHESON TRI-GAS INC	0024252841	OXYGEN & MISC. AS NEEDED	\$64.91	80026210-54100	SUPPLIES	\$64.91
	Vendor Total:					\$64.91
MATTHEW STOUT	TR 9/5-9/21	TRAVEL REIMBURSEMENT	\$122.08	10020210-57100	LEARNING AND DEVELOPMENT	\$122.08
	Vendor Total:					\$122.08
MENDOCINO COLLEGE	DV101521	DONATION - PUMPKINFEST	\$1,000.00	90000000-23219	PUMPKINFEST	\$1,000.00
	Vendor Total:					\$1,000.00
MENDOCINO SOLID WASTE MANAGEMENT AUTHORITY	COUWWTP-091521	BULBS, FLUORESCENT TUBES	\$140.00	84027225-56300	BUILDING MAINT. & REPAIR	\$140.00
	Vendor Total:					\$140.00
MES - MUNICIPAL EMERGENCY SERVICES INC	IN1621381	HFRP TAIL COAT - KHAKI - UKIAH	\$7,889.95	25321210-54106	SPECIALTY SUPPLIES	\$3,944.98
				91621400-54106	SPECIALTY SUPPLIES	\$3,944.97
	Vendor Total:					\$7,889.95
MUNICIPAL MAINTENANCE EQUIPMENT	0163299-IN	SEAL KIT	\$97.21	84027225-56130	EXTERNAL SERVICES	\$97.21
	0162969-IN	SKID SHOE, SEAL KIT	\$122.95	84027225-56130	EXTERNAL SERVICES	\$122.95
	Vendor Total:					\$220.16
MUSCO CORPORATION	353372	CONTROL LINK SERVICE FY 21/22	\$450.00	10022100-52100	CONTRACTUAL SERVICES	\$450.00
	Vendor Total:					\$450.00
NAYELY GARCIA-FELIX	TR 9/19-24-21	TRAVEL REIMBURSEMENT	\$352.59	10020210-57100	LEARNING AND DEVELOPMENT	\$352.59
	Vendor Total:					\$352.59
NCH CORPORATION	7482352	PREMALUBE CS/48	\$495.06	20324100-58410	GARAGE LUBRICANTS & PARTS	\$495.06
	Vendor Total:					\$495.06

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
NOR-CAL POWDER COATING INC	115629	POWDER COAT SIGN HOLDERS BK-266	\$653.28	10521210-56130	EXTERNAL SERVICES	\$653.28
					Vendor Total:	\$653.28
NOR-CAL RECYCLED ROCK & AGGREGATES INC	12432	MISC ROCK & ROAD PATCH MATERIA	\$299.33	82027111-54100	SUPPLIES	\$299.33
					Vendor Total:	\$299.33
NORTHERN AGGREGATES INC	69484	MISC. ROCK & ROAD PATCH MATERI	\$367.14	82027111-54100	SUPPLIES	\$367.14
					Vendor Total:	\$367.14
OCCU-MED LTD	0921511	PRE-EMPLOYMENT PHYSICAL	\$3,514.10	10521210-54161	BACKGROUND & PHYSICALS	\$2,803.50
				20016100-54161	BACKGROUND & PHYSICALS	\$710.60
					Vendor Total:	\$3,514.10
OLIN CORPORATION	3000018724	LIQUID SODIUM HYPOCHLORITE FY	\$4,374.94	84027225-58202	CHEMICALS	\$4,374.94
					Vendor Total:	\$4,374.94
ONE TIME PAY VENDOR	DV092921	PERMIT REFUND - LEOS ROOFING	\$54.00	10000000-41440	BUSINESS LICENSE TAX	\$50.00
				90000000-23002	STATE \$1 BUSINESS LICENSE FEE	\$4.00
	826693	UVCC DEPOSIT REFUND - BRYON CORRAL	\$300.00	10022100-46350	PLAZA RENTAL	\$300.00
	0023363	REC REFUND - TELENA ROBERTSON	\$75.00	10022831-44915	RECREATION PROGRAM INCOME	\$75.00
	0022925	REC REFUND - CHERYL WATSON	\$28.00	10022850-44915	RECREATION PROGRAM INCOME	\$28.00
	15908-7	UTILITY REFUND - BILL PATTERSON C/O DAVID IRMER	\$155.70	90100000-10421	UTILITY RECEIVABLES CLEARING	\$155.70
					Vendor Total:	\$612.70
OSMOSE UTILITIES SERVICES INC	INV1269277	OSMOSE #15-010-000-004 O-CALC	\$1,485.00	80026400-54320	SOFTWARE	\$1,485.00
					Vendor Total:	\$1,485.00
PACE SUPPLY CORPORATION	027132869	ATMOSPHERIC VB REPAIR KIT	\$21.37	20822500-56300	BUILDING MAINT. & REPAIR	\$21.37
	027156095	FUS-2 WAX FREE URINAL SEAL	\$11.89	73022600-56300	BUILDING MAINT. & REPAIR	\$11.89
	027058351	BRS HINGED SADDLE F/C900 FORD	\$50.29	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$50.29
	027151798	G5 LID CI WATER TRAFFIC BOLT DOWN	\$142.84	82227113-80230	INFRASTRUCTURE	\$142.84

List of Checks Presented for Approval on 10/1/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PACE SUPPLY CORPORATION	027120375	N40 COVER STEEL WATER W/READER B40	\$418.40	82227113-80230	INFRASTRUCTURE	\$418.40
	CM027024818	RETURN WRONG ITEMS	(\$1,331.00)	82000000-12104	INVENTORY - PURCHASES	(\$1,331.00)
	027095423-1	10 RET DUAL WEDGE ACC PVC/DI/HDPE	\$141.44	82000000-12104	INVENTORY - PURCHASES	\$141.44
	027024818-2	(1-CV-G5) COVER, SEWER STEEL G	\$234.74	82000000-12104	INVENTORY - PURCHASES	\$234.74
	027095423	10 RET DUAL WEDGE ACC PVC/DI/HDPE	\$424.32	82000000-12104	INVENTORY - PURCHASES	\$424.32
	027057414	ANGLE BALL METER	\$612.42	82000000-12104	INVENTORY - PURCHASES	\$612.42
	027024818 1	LONG SWEEP 36" RADIUS	\$718.58	82000000-12104	INVENTORY - PURCHASES	\$718.58
	027090892	PVC PIPE, L12 ULTRA FLEX CPLG FORD	\$755.34	82000000-12104	INVENTORY - PURCHASES	\$755.34
	027157578	REPAIR CLAMP FORD	\$121.09	10022300-54106	SPECIALTY SUPPLIES	\$121.09
	027161949	POLYWRAP BLACK 20"X400 4-8" DIP	\$320.62	84027221-54100	SUPPLIES	\$320.62
Vendor Total:						\$2,642.34
PAPE MACHINERY	401527	ASSY, BULLET	\$402.42	84027221-56130	EXTERNAL SERVICES	\$402.42
	Vendor Total:					\$402.42
PATRICK INFANTE	TA 10/12-14/21	TRAVEL ADVANCE	\$750.96	10020210-57100	LEARNING AND DEVELOPMENT	\$750.96
	Vendor Total:					\$750.96
PG&E CO	3822-9 AUG 21	PACIFIC GAS & ELECTRIC	\$3,155.66	84027225-55200	PG&E	\$2,092.33
				10022100-55210	UTILITIES	\$8.65
				10022300-55210	UTILITIES	\$7.84
				10022700-55210	UTILITIES	\$7.84
				20822500-55210	UTILITIES	\$104.01
				70024500-55210	UTILITIES	\$597.53
				73022600-55210	UTILITIES	\$7.84
				73022600-55210	UTILITIES	\$8.12
				77725200-55210	UTILITIES	\$9.86
				82027111-55210	UTILITIES	\$190.05
				84027221-55210	UTILITIES	\$121.59
	8716-1 SEP 21	PACIFIC GAS & ELECTRIC	\$9,508.14	82027111-55210	UTILITIES	\$9,508.14
	Vendor Total:					\$12,663.80
PITNEY BOWES INC	1018947917	POSTAGE MACHINE LEASE & SUPPLIES	\$168.15	20513300-54101	POSTAGE	\$168.15

List of Checks Presented for Approval on 10/1/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PITNEY BOWES INC	1018966342	POSTAGE MACHINE LEASE & SUPPLIES	\$146.98	73022600-54101	POSTAGE	\$146.98
					Vendor Total:	\$315.13
R&B COMPANY - RWC	P611470	(CV-12R-ST) COVER, STEEL W/REA	\$725.32	82000000-12104	INVENTORY - PURCHASES	\$725.32
					Vendor Total:	\$725.32
RADAR SHOP INC, THE	13803	RECERTIFIED RADAR UNITS	\$438.00	10020210-52100	CONTRACTUAL SERVICES	\$438.00
					Vendor Total:	\$438.00
RED CARPET MINI STORAGE	3150 1	STORAGE UNIT A64 ANNUAL RENTAL	\$1,224.00	63020210-54100	SUPPLIES	\$1,224.00
					Vendor Total:	\$1,224.00
REDWOOD COAST FUELS	3201728	CARDLOCK FUEL PURCHASES	\$611.49	20824300-56210	FUEL & FLUIDS	\$611.49
	2271495	CARDLOCK FUEL PURCHASES	\$129.64	20324100-58410	GARAGE LUBRICANTS & PARTS	\$129.64
					Vendor Total:	\$741.13
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	21-10 EAP	REMIF EAP INSURANCE	\$525.40	20700000-20520	P/R DEDUCT.- MEDICAL INS	\$525.40
					Vendor Total:	\$525.40
REDWOOD FORD	LKD12200	2020 FORD F150 XL POLICE RESPO	\$57,030.46	10020210-80100	MACHINERY & EQUIPMENT	\$57,030.46
					Vendor Total:	\$57,030.46
ROUND TABLE PIZZA	922452	WATER TANK TRAINING LUNCH	\$224.81	82027110-57100	LEARNING AND DEVELOPMENT	\$224.81
					Vendor Total:	\$224.81
RYAN NELSON	TA 11/15-18/21	TRAVEL ADVANCE	\$600.00	10521210-57100	LEARNING AND DEVELOPMENT	\$600.00
	TA 10/11-15/21	TRAVEL ADVANCE	\$1,124.79	10521210-57100	LEARNING AND DEVELOPMENT	\$1,124.79
					Vendor Total:	\$1,724.79
SAVINGS BANK OF MENDOCINO COUNTY	SEP 21	LOVERS LANE LOAN PAYMENT	\$1,945.41	91500000-70103	LOAN INTEREST	\$306.67
				91821400-70103	LOAN INTEREST	\$715.56
				91500000-70201	LOAN PRINCIPAL PAYMENTS	\$276.93
				91821400-70201	LOAN PRINCIPAL PAYMENTS	\$646.25
					Vendor Total:	\$1,945.41

List of Checks Presented for Approval on 10/1/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
SOUTH BAY REGIONAL PUBLIC TRAINING CONSORTIUM	140900INV	REGISTRATION - D PARKER	\$105.00	10020210-57100	LEARNING AND DEVELOPMENT	\$105.00
Vendor Total:						\$105.00
STAPLES CREDIT PLAN	51959	RETURN - LEXAR 633X 128GB	(\$21.76)	10022700-54100	SUPPLIES	(\$21.76)
	51960	LEXAR 633X 64GB	\$10.88	10022700-54100	SUPPLIES	\$10.88
	42518	LEXAR 633X 128GB	\$21.76	10022700-54100	SUPPLIES	\$21.76
	52773	SUPER GLUE, ENVELOPES, NXT ELECTRONICS	\$39.49	10022700-54100	SUPPLIES	\$39.49
	56064	T-REX DUCT, SHIPPING TAPE, RUBBERBANDS	\$73.45	80026110-54100	SUPPLIES	\$73.45
	50551	RUBBERBANDS, LRG PRINTS, NXT ELECTRONICS DS	\$68.55	82027111-54100	SUPPLIES	\$68.55
	43359	OFFICE SUPPLIES - WTP	\$165.44	82027111-54100	SUPPLIES	\$165.44
	44214	OS SINGLE PED DESK	\$195.96	82027111-54100	SUPPLIES	\$195.96
	43892	OFFICE SUPPLIES - WTP	\$549.55	82027111-54100	SUPPLIES	\$549.55
	51834	OFFICE SUPPLIES - WATER DEPT	\$171.27	82027114-54100	SUPPLIES	\$85.63
				84027221-54100	SUPPLIES	\$85.64
	54562	OFFICE STAMP, GEL STAMP	\$42.18	84027221-54100	SUPPLIES	\$42.18
Vendor Total:						\$1,316.77
STATE WATER RESOURCES CONTROL BOARD	DV092121	REGISTRATION - D TUBBS	\$295.00	84027225-57100	LEARNING AND DEVELOPMENT	\$295.00
Vendor Total:						\$295.00
STB ELECTRICAL TEST EQUIPMENT INC	66313	RUBBER TESTING GLOVES, HOSES, BLANKETS	\$947.85	80026110-52100	CONTRACTUAL SERVICES	\$947.85
Vendor Total:						\$947.85
STEPHANIE ABBA	AUG 21	REIMBURSEMENT - MILEAGE	\$23.30	10521210-56130	EXTERNAL SERVICES	\$23.30
	JUL 21	REIMBURSEMENT - MILEAGE	\$32.26	10521210-56130	EXTERNAL SERVICES	\$32.26
Vendor Total:						\$55.56
THIRD DEGREE COMMUNICATIONS INC	10033	REGISTRATION - S PEREZ	\$375.00	10020210-57100	LEARNING AND DEVELOPMENT	\$375.00
Vendor Total:						\$375.00
TIM POMA	DV092821	REIMBURSEMENT - MURAL SUPPLIES	\$540.98	90000000-23256	SPECIAL EVENTS TRUST	\$540.98
Vendor Total:						\$540.98

List of Checks Presented for Approval on 10/1/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
TRIPLE S CAMERA SHOP	120704	PHOTO ENLARGEMENTS	\$106.81	10022700-54100	SUPPLIES	\$106.81
					Vendor Total:	\$106.81
TUFTS POLYGRAPH & INVESTIGATION	2021-663(A)	POLYGRAPH & INVESTIGATION SERVICES	\$800.00	10020210-54161	BACKGROUND & PHYSICALS	\$800.00
					Vendor Total:	\$800.00
UKIAH PAPER SUPPLY	1526815	JANITORIAL SUPPLIES, MISC AS N	\$82.70	10022100-54100	SUPPLIES	\$82.70
	1526677	JANITORIAL SUPPLIES, MISC AS N	\$156.95	10022100-54100	SUPPLIES	\$156.95
	1526018	JANITORIAL SUPPLIES, MISC AS N	\$305.00	10022100-54100	SUPPLIES	\$305.00
	1526623	JANITORIAL SUPPLIES, MISC AS N	\$358.90	10022100-54100	SUPPLIES	\$358.90
	1526842	JANITORIAL SUPPLIES, MISC AS N	\$62.12	20822500-54100	SUPPLIES	\$62.12
	1526879	JANITORIAL SUPPLIES, MISC AS N	\$68.57	20822500-54100	SUPPLIES	\$68.57
	1525940	JANITORIAL SUPPLIES, MISC AS N	\$86.97	20822500-54100	SUPPLIES	\$86.97
	1526504	JANITORIAL SUPPLIES, MISC AS N	\$324.70	20822500-54100	SUPPLIES	\$324.70
	1526160	JANITORIAL SUPPLIES, MISC AS N	\$402.02	80026110-54100	SUPPLIES	\$402.02
	526276	JANITORIAL SUPPLIES, MISC AS N	\$473.24	84027225-54100	SUPPLIES	\$473.24
					Vendor Total:	\$2,321.17
UKIAH ROUND TREE GLASS	169992	DW 1851 GBY WINDSHIELD	\$284.90	84027221-56130	EXTERNAL SERVICES	\$284.90
					Vendor Total:	\$284.90
UKIAH VALLEY SANITATION DIST	58070 AUG 21	SEWER - 432 OBSERVATORY AVE	\$53.47	10022100-55210	UTILITIES	\$53.47
					Vendor Total:	\$53.47
UKIAH WIRELESS COMPANY LLC	9000197	GRANDSTREAM 4X4 DOOR, POE 48 POWER SUPPLY	\$432.94	80026400-52100	CONTRACTUAL SERVICES	\$432.94
					Vendor Total:	\$432.94
UNITED ROTARY BRUSH CORP	CI273598	BRUSHES	\$715.07	10024620-56130	EXTERNAL SERVICES	\$715.07
					Vendor Total:	\$715.07
UNITED SITE SERVICES	114-12395559	PORTABLE TOILET RENTAL	\$178.15	10022100-52100	CONTRACTUAL SERVICES	\$178.15
	114-12395560	PORTABLE TOILET RENTAL	\$178.15	10022100-52100	CONTRACTUAL SERVICES	\$178.15
	114-12395561	PORTABLE TOILET RENTAL	\$143.99	80026220-52100	CONTRACTUAL SERVICES	\$143.99
					Vendor Total:	\$500.29
US POST OFFICE	243 FY 21/22	USPS MARKETING MAIL	\$265.00	20513300-54101	POSTAGE	\$265.00
					Vendor Total:	\$265.00

List of Checks Presented for Approval on 10/1/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
USA BLUEBOOK	725321	SULFURIC ACID	\$52.96	84027225-54103	LAB SUPPLIES	\$52.96
					Vendor Total:	\$52.96
VERGIL THOMAS MASSEY	090721	CHAIN SAW REPAIR	\$108.52	80026110-54100	SUPPLIES	\$108.52
					Vendor Total:	\$108.52
VERIZON WIRELESS	9888819194	DATA & EMERGENCY LOANER PHONES	\$2,639.64	80126100-80100	MACHINERY & EQUIPMENT	\$152.04
				10020210-55100	TELEPHONE	\$76.02
				10022100-55100	TELEPHONE	\$125.10
				10022300-55100	TELEPHONE	\$38.01
				10022810-55100	TELEPHONE	\$38.00
				10022840-55100	TELEPHONE	\$38.01
				10023100-55100	TELEPHONE	\$38.01
				10024210-55100	TELEPHONE	\$69.69
				10024620-55100	TELEPHONE	\$53.98
				20012100-55100	TELEPHONE	\$38.01
				20913900-55100	TELEPHONE	\$430.51
				70024500-55100	TELEPHONE	\$28.51
				77725200-55100	TELEPHONE	\$118.03
				80026210-55100	TELEPHONE	\$38.01
				80026400-55100	TELEPHONE	\$352.14
				82027110-55100	TELEPHONE	\$117.19
				82027111-55100	TELEPHONE	\$76.02
				82027114-55100	TELEPHONE	\$300.14
				84027221-55100	TELEPHONE	\$472.64
				84027225-55100	TELEPHONE	\$39.58
					Vendor Total:	\$2,639.64
VWR INTERNATIONAL INC	8806060198	PH ELECTRODE	\$244.91	84027225-56125	LAB EQUIP-REPAIR & MAINT.	\$244.91
	8805994677	KWIK STIKS, KCL SOLUTION	\$290.39	84027225-54103	LAB SUPPLIES	\$290.39
					Vendor Total:	\$535.30

List of Checks Presented for Approval on 10/1/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
WAGNER & BONSIGNORE	09-21-043	ENG SVCS FOR WATER RIGHT PERMIT	\$1,607.80	82027110-52100	CONTRACTUAL SERVICES	\$1,607.80
					Vendor Total:	\$1,607.80
WELTY, WEAVER & CURRIE	5531	LEGAL SERVICES - WATER RESOURCE	\$20,000.00	82027110-52150	LEGAL SERVICES/ EXPENSES	\$20,000.00
					Vendor Total:	\$20,000.00
WILLOW COUNTY WATER DIST	10010 SEP 21	WATER SERVICE - 1500 S STATE ST	\$72.17	10521210-55210	UTILITIES	\$72.17
	40351 SEP 21	WATER SERVICE - 1640 S STATE S	\$20.00	31122000-55210	UTILITIES	\$20.00
	40353 SEP 21	WATER SERVICE - 1640 S STATE S	\$44.31	31122000-55210	UTILITIES	\$44.31
	81154 SEP 21	WATER SERVICE - SEWER TREATMENT	\$50.86	84027225-55210	UTILITIES	\$50.86
					Vendor Total:	\$187.34
WIPF CONSTRUCTION LLC	7046	DELIVERY OF VARIOUS MATERIALS	\$403.50	84027221-54100	SUPPLIES	\$403.50
	7056	DELIVERY OF VARIOUS MATERIALS	\$1,439.52	84027221-54100	SUPPLIES	\$1,439.52
					Vendor Total:	\$1,843.02
WYATT IRRIGATION CO	298709 01	WIRE	\$176.69	82027111-54100	SUPPLIES	\$176.69
					Vendor Total:	\$176.69
ZONES IT SOLUTIONS INC	K17868820101	MICROSOFT #3395403 SURFACE BOO	\$160.96	20012100-54330	COMPUTER AND TECHNOLOGY	\$80.48
				20012600-54330	COMPUTER AND TECHNOLOGY	\$80.48
	K17868820103	MICROSOFT #3395403 SURFACE BOO	\$674.82	20012100-54330	COMPUTER AND TECHNOLOGY	\$337.41
				20012600-54330	COMPUTER AND TECHNOLOGY	\$337.41
	K17868820102	MICROSOFT #3395403 SURFACE BOO	\$5,746.47	20012100-54330	COMPUTER AND TECHNOLOGY	\$2,873.24
				20012600-54330	COMPUTER AND TECHNOLOGY	\$2,873.23
					Vendor Total:	\$6,582.25
					INVOICE TOTAL:	\$351,297.40

List of Checks Presented for Approval on 10/8/2021

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




OR

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AACTION RENTS	577439-2	SOD CUTTER	\$122.00	10022100-56410	EQUIPMENT RENTAL - PRIVATE	\$122.00
Vendor Total:						\$122.00
ACME RIGGING & SUPPLY CO	320370	MISC. RENTAL & SUPPLIES AS NEE	(\$64.40)	82027111-56300	BUILDING MAINT. & REPAIR	(\$64.40)
	320371	MISC. RENTAL & SUPPLIES AS NEE	\$31.02	82027111-56300	BUILDING MAINT. & REPAIR	\$31.02
	320369	MISC. RENTAL & SUPPLIES AS NEE	\$64.40	82027111-56300	BUILDING MAINT. & REPAIR	\$64.40
	320885	MISC. RENTAL & SUPPLIES AS NEE	\$330.72	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$330.72
	320335	MISC. RENTAL & SUPPLIES AS NEE	\$54.71	10024620-56130	EXTERNAL SERVICES	\$54.71
	320331	MISC. RENTAL & SUPPLIES AS NEE	\$147.88	10024620-56130	EXTERNAL SERVICES	\$147.88
	320332	MISC. RENTAL & SUPPLIES AS NEE	\$384.29	82027111-54100	SUPPLIES	\$384.29
Vendor Total:						\$948.62
ADAMSON POLICE PRODUCTS	INV363176	POLE, TELE, HDM, SDMT, 8.5H	\$116.30	10521210-56130	EXTERNAL SERVICES	\$116.30
Vendor Total:						\$116.30
ALPHA ANALYTICAL LABORATORIES INC	1094896-UKIAH	MISC. LABORATORY WORK AS NEEDE	\$22.00	82027111-52100	CONTRACTUAL SERVICES	\$22.00
	1094630-UKIAH	MISC. LABORATORY WORK AS NEEDE	\$60.00	82027111-52100	CONTRACTUAL SERVICES	\$60.00
	1091844-UKIAHSTP	MISC. LABORATORY WORK AS NEEDE	\$133.00	84027225-52100	CONTRACTUAL SERVICES	\$133.00
	1092540-UKIAHSTP	MISC. LABORATORY WORK AS NEEDE	\$133.00	84027225-52100	CONTRACTUAL SERVICES	\$133.00
	1093561-UKIAHSTP	MISC. LABORATORY WORK AS NEEDE	\$133.00	84027225-52100	CONTRACTUAL SERVICES	\$133.00
	1094295-UKIAHSTP	MISC. LABORATORY WORK AS NEEDE	\$133.00	84027225-52100	CONTRACTUAL SERVICES	\$133.00
	1095201-UKIAHSTP	MISC. LABORATORY WORK AS NEEDE	\$133.00	84027225-52100	CONTRACTUAL SERVICES	\$133.00
	1095277-UKIAHSTP	MISC. LABORATORY WORK AS NEEDE	\$193.00	84027225-52100	CONTRACTUAL SERVICES	\$193.00
	1094189-UKIAHSTP	MISC. LABORATORY WORK AS NEEDE	\$210.00	84027225-52100	CONTRACTUAL SERVICES	\$210.00
	1094555-UKIAHSTP	MISC. LABORATORY WORK AS NEEDE	\$291.00	84027225-52100	CONTRACTUAL SERVICES	\$291.00
Vendor Total:						\$1,441.00

List of Checks Presented for Approval on 10/8/2021

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AMAZON CAPITAL SERVICES	1QMQ-DFF4-Q7CM	IPAD PRO CASES	\$60.94	10023320-54330	COMPUTER AND TECHNOLOGY	\$60.94
	1P67-JQWC-Y7GG	LOGITECH WEBACM	\$65.31	20013400-54330	COMPUTER AND TECHNOLOGY	\$65.31
	1L7L-YLX6-H11C	LOGITECH WEBCAM	\$65.31	80026400-54330	COMPUTER AND TECHNOLOGY	\$65.31
	1R36-N3WR-9NPR	LITHIUM BATTERY	\$53.23	10020210-54100	SUPPLIES	\$53.23
	1KQJ-76JX-HKQK	EVIDENCE TAMPER TAPE	\$430.20	10020210-54100	SUPPLIES	\$430.20
	1G3P-QGVY-WX6H	OFFICE CHAIR ARM PADS	\$26.11	20013220-54100	SUPPLIES	\$26.11
Vendor Total:						\$701.10
AT&T	2799 OCT 21	INTERNET	\$91.56	10022100-55100	TELEPHONE	\$91.56
	3138 SEP 21	DSL FOR 911 REMOTE SUPPORT	\$155.15	20620231-55100	TELEPHONE	\$155.15
Vendor Total:						\$246.71
BOUND TREE MEDICAL LLC	84028318	EMS SUPPLIES	\$20.45	10521210-54107	EMS SUPPLIES	\$20.45
	84221293	EMS SUPPLIES	\$58.26	10521210-54107	EMS SUPPLIES	\$29.13
				71021100-54107	EMS SUPPLIES	\$29.13
	84227826	EMS SUPPLIES	\$95.47	10521210-54107	EMS SUPPLIES	\$95.47
	84225506	EMS SUPPLIES	\$111.14	10521210-54107	EMS SUPPLIES	\$111.14
	84213608	EMS SUPPLIES	\$467.15	10521210-54107	EMS SUPPLIES	\$467.15
	84206208	EMS SUPPLIES	\$106.79	71021100-54107	EMS SUPPLIES	\$106.79
	84233575	PARAMEDIC TRAINING - HYLAND	\$65.86	10521210-57100	LEARNING AND DEVELOPMENT	\$65.86
Vendor Total:						\$925.12
CANCER RESOURCE CENTERS OF MENDOCINO COUNTY	DV100421	STRIKE OUT CANCER DONATION	\$1,000.00	10022822-59105	CONTRIBUTIONS TO OTHER AGENCY	\$1,000.00
Vendor Total:						\$1,000.00
CANTEEN SERVICE	5975:010552	COFFEE BREWERS	\$100.00	20012200-54100	SUPPLIES	\$100.00
Vendor Total:						\$100.00
CAROLLO ENGINEERS INC	FB14994	DESIGN PHASES I&II RECYCLED WA	\$121,416.75	83027330-80230	INFRASTRUCTURE	\$121,416.75
Vendor Total:						\$121,416.75
COFFEE CRITIC INC, THE	R26899	MISC. COFFEE SUPPLIES AS NEEDED	\$45.00	73022600-54100	SUPPLIES	\$45.00
Vendor Total:						\$45.00
COMCAST	5488 OCT 21	INTERNET SERVICES	\$89.86	10521210-55100	TELEPHONE	\$89.86
Vendor Total:						\$89.86

List of Checks Presented for Approval on 10/8/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
COMPUTER OPTIONS INC	BILL65508	AZURE FILE MIGRATION PLANNING	\$1,555.00	20913900-52100	CONTRACTUAL SERVICES	\$1,555.00
	BILL65397	AZURE FILE MIGRATION PLANNING	\$2,507.50	20913900-52100	CONTRACTUAL SERVICES	\$2,507.50
	Vendor Total:					\$4,062.50
DAVID RAPPORT	7322	LEGAL SERVICES FOR FY 21/22	\$31,504.67	20014000-52150	LEGAL SERVICES/ EXPENSES	\$367.17
				20014000-52150	LEGAL SERVICES/ EXPENSES	\$27,199.42
				20414000-52150	LEGAL SERVICES/ EXPENSES	\$1,497.77
				77714000-52150	LEGAL SERVICES/ EXPENSES	\$655.97
				80014000-52150	LEGAL SERVICES/ EXPENSES	\$539.56
				82014000-52150	LEGAL SERVICES/ EXPENSES	\$720.90
				90214000-52150	LEGAL SERVICES/ EXPENSES	\$523.88
				Vendor Total:		
DC ELECTRIC GROUP INC	450178	J6039 N STATE & LOW GAP PPB POST KD	\$840.88	10024214-52100	CONTRACTUAL SERVICES	\$840.88
	450029	N STATE & PERKINS TRAFFIC SIGN	\$2,975.74	10024214-52100	CONTRACTUAL SERVICES	\$2,975.74
	Vendor Total:					\$3,816.62
ENNIS-FLINT INC	260894	8' STOP PRE-MARK	\$1,093.35	10024620-54127	PW - SIGN POSTS/SHEETING	\$1,093.35
					Vendor Total:	
EPIC AVIATION LLC	7478540	JET A FUEL	\$16,331.71	77725200-58401	AVIATION FUEL	\$16,331.71
					Vendor Total:	
FAMILY TREE RESOURCE INC	2021596	TREE TRIMMING PER CONTRACT 19	\$17,208.00	80026110-52100	CONTRACTUAL SERVICES	\$17,208.00
					Vendor Total:	
FASTENAL	CAUKA44063	MISC. SUPPLIES AS NEEDED	\$251.07	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$251.07
					Vendor Total:	
FEDERAL EXPRESS	7-510-75559	SHIPPING SERVICES	\$75.75	10020210-54101	POSTAGE	\$14.62
				10020210-54101	POSTAGE	\$44.71
				20513300-54101	POSTAGE	\$16.42
	7-518-53200	SHIPPING SERVICES	\$204.69	10020210-54101	POSTAGE	\$15.72

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FEDERAL EXPRESS	7-518-53200	SHIPPING SERVICES	\$204.69	10020210-54101	POSTAGE	\$15.72
				10020210-54101	POSTAGE	\$20.75
				10020210-54101	POSTAGE	\$25.95
				10020210-54101	POSTAGE	\$30.61
				10020210-54101	POSTAGE	\$30.68
				10020210-54101	POSTAGE	\$31.94
				20016100-54101	POSTAGE	\$33.32
Vendor Total:					\$280.44	
FERGUSON US HOLDINGS INC	1657141	(AD-80) ADAPTER, METAL-PVC (SC	\$1,179.77	82000000-12104	INVENTORY - PURCHASES	\$1,179.77
					Vendor Total:	
FUJUN BERNIE	0074.1	SOUND AND DJ SERVICES FOR PUMP	\$1,250.00	90000000-23219	PUMPKINFEST	\$1,250.00
					Vendor Total:	
GARTON TRACTOR INC	CU61219	HYD NIPPLE	\$186.07	80026110-56130	EXTERNAL SERVICES	\$186.07
					Vendor Total:	
GEORGE PETERSEN INSURANCE COMPANY INC	101	INSURANCE COVERAGE FOR PUMPKINFEST	\$3,086.38	90000000-23219	PUMPKINFEST	\$3,086.38
					Vendor Total:	
GHD INC	380-0002747	DOWNTOWN STREETSCAPE - UNDERGR	\$540.00	12024200-80230	INFRASTRUCTURE	\$511.97
				50924200-80230	INFRASTRUCTURE	\$28.03
	380-0002748	ENGINEERING SVS FOR PHASE 2 ST	\$30,096.16	12024200-80230	INFRASTRUCTURE	\$10,032.06
				82227113-80230	INFRASTRUCTURE	\$10,032.05
				84427221-80230	INFRASTRUCTURE	\$10,032.05
	380-0000506	ENGINEERING SVS FOR PHASE 2 ST	\$57,906.05	12024200-80230	INFRASTRUCTURE	\$19,302.01
				82227113-80230	INFRASTRUCTURE	\$19,302.02
				84427221-80230	INFRASTRUCTURE	\$19,302.02
	Vendor Total:					\$88,542.21
GRAINGER INC	9069093699	VERTICAL FLOAT SWITCH, REDUCING BUSHING	\$230.12	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$230.12
	9048058953	ROLLING LADDER	\$919.06	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$919.06
Vendor Total:					\$1,149.18	

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GRANITE CONSTRUCTION COMPANY	2105557	MISC ROCK & ROAD PATCH MATERIA	\$600.86	82027114-54100	SUPPLIES	\$600.86
					Vendor Total:	\$600.86
HACH COMPANY	12656182	LAB SUPPLIES	\$314.65	84027225-54103	LAB SUPPLIES	\$314.65
					Vendor Total:	\$314.65
HANSEL FORD	1230653	MISC. PARTS & MATERIALS AS NEE	\$573.19	10020210-56130	EXTERNAL SERVICES	\$573.19
	1231179	MISC. PARTS & MATERIALS AS NEE	\$5.51	10022100-56130	EXTERNAL SERVICES	\$5.51
					Vendor Total:	\$578.70
HILDEBRAND CONSULTING LLC	375	ON-GOING SEWER UTILITY BILLING	\$2,730.00	20513300-52100	CONTRACTUAL SERVICES	\$2,730.00
	368	ANNUAL SEWER RECONCILIATION FI	\$567.00	84413400-52100	CONTRACTUAL SERVICES	\$567.00
					Vendor Total:	\$3,297.00
HINDERLITER DE LLAMAS AND ASSOCIATES	SIN011754	SALES, USE & TRANSACTIONS TAX	\$300.00	20013400-52100	CONTRACTUAL SERVICES	\$300.00
	SIN011172	SALES, USE & TRANSACTIONS TAX	\$1,178.09	20013400-52100	CONTRACTUAL SERVICES	\$1,178.09
					Vendor Total:	\$1,478.09
IDEXX DISTRIBUTION INC	3092758148	IRRADIATED COLILERT 100ML 100PK	\$833.28	84027225-54103	LAB SUPPLIES	\$833.28
					Vendor Total:	\$833.28
INTEGRITY SHRED LLC	123929	DOCUMENT SHREDDING	\$30.50	20016100-52100	CONTRACTUAL SERVICES	\$30.50
					Vendor Total:	\$30.50
INTERSTATE BATTERIES	350041403	BATTERIES	\$406.92	10020210-56130	EXTERNAL SERVICES	\$203.46
				80026110-56130	EXTERNAL SERVICES	\$203.46
	380047857	BATTERIES	\$302.40	10521210-56130	EXTERNAL SERVICES	\$302.40
	380047757	BATTERIES	\$198.02	77725200-56130	EXTERNAL SERVICES	\$198.02
	380047756	RETURN - BATTERIES	(\$655.51)	20324100-58510	REIMBURSABLE JOBS	(\$655.51)
	390750	BATTERIES	\$258.85	20324100-58510	REIMBURSABLE JOBS	\$258.85
	380047687	BATTERIES	\$1,050.78	20324100-58510	REIMBURSABLE JOBS	\$1,050.78
					Vendor Total:	\$1,561.46
INTOXIMETERS INC	689793	MOUTHPICES, CASE MOLD, WRIST STRAP	\$469.50	10020210-54100	SUPPLIES	\$469.50
					Vendor Total:	\$469.50
JACK MILLER	21103	SCADA UPGRADE AT THE WATER TRE	\$15,395.70	82027111-80100	MACHINERY & EQUIPMENT	\$15,395.70
					Vendor Total:	\$15,395.70

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
JAMES DAY CONSTRUCTION, INC	8380	OVERHEAD TO UNDERGROUND CUTOVE	\$55,692.62	80126100-80230	INFRASTRUCTURE	\$55,692.62
Vendor Total:						\$55,692.62
JJ CUSTOM SHARPENING LLC	254883	GAFF	\$30.00	80126100-80230	INFRASTRUCTURE	\$30.00
	254880	SAW SHARPENING	\$15.00	80026110-54100	SUPPLIES	\$15.00
Vendor Total:						\$45.00
JUDY CHAN	AUG 21 CORR 1	AUG 21 RENT CORRECTION	(\$1,448.00)	10022100-52600	RENT	(\$1,448.00)
	JUL 21 CORR 1	JULY 21 RENT CORRECTION	(\$1,448.00)	10022100-52600	RENT	(\$1,448.00)
	SEP 21 CORR 1	SEP 21 RENT CORRECTION	(\$1,448.00)	10022100-52600	RENT	(\$1,448.00)
	AUG 21 CORR 2	PARKS DEPT. OFFICE LEASE - 185	\$1,470.00	10022100-52600	RENT	\$1,470.00
	JUL 21 CORR 2	PARKS DEPT. OFFICE LEASE - 185	\$1,470.00	10022100-52600	RENT	\$1,470.00
	OCT 21	PARKS DEPT. OFFICE LEASE - 185	\$1,470.00	10022100-52600	RENT	\$1,470.00
	SEP 21 CORR 2	PARKS DEPT. OFFICE LEASE - 185	\$1,470.00	10022100-52600	RENT	\$1,470.00
Vendor Total:						\$1,536.00
KIMBALL MIDWEST	9252364	EQUIPMENT PARTS FOR RESALE	\$917.87	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$917.87
Vendor Total:						\$917.87
KIWANIS CLUB OF UKIAH	2021-2022	MEMBERSHIP - S SANGIACOMO	\$129.00	20012100-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$129.00
Vendor Total:						\$129.00
LC ACTION POLICE SUPPLY LTD	430593	SAFARILAND #6365RDS ALS/SLS LO	\$4,622.66	10020210-54100	SUPPLIES	\$4,622.66
Vendor Total:						\$4,622.66
MALLORY SAFETY & SUPPLY LLC	5186976	FACE MASKS	\$217.75	20012200-54100	SUPPLIES	\$217.75
Vendor Total:						\$217.75
MATHESON TRI-GAS INC	0024301083	OXYGEN & MISC. AS NEEDED	\$63.50	80026210-54100	SUPPLIES	\$63.50
Vendor Total:						\$63.50
MELTON DESIGN GROUP INC	5972	LANDSCAPE ARCHITECT - RIVERSIDE	\$7,875.00	30522250-80220	BUILDING IMPROVEMENTS	\$7,875.00
Vendor Total:						\$7,875.00
MENDO MILL & LUMBER CO	195590/1	SUPPLIES FOR WIRING SCBA WASHER	\$55.52	10521210-56300	BUILDING MAINT. & REPAIR	\$55.52

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MENDO MILL & LUMBER CO	196673/1	FIRE STATION SUPPLIES	\$36.53	10521210-54100	SUPPLIES	\$36.53
					Vendor Total:	\$92.05
MENDOCINO RUGBY CLUB	DV100121	2021 PUMPKINFEST SECURITY DONATION	\$1,000.00	90000000-23219	PUMPKINFEST	\$1,000.00
					Vendor Total:	\$1,000.00
MINTIER HARNISH LP	UKIAHFPU-21	GPU, EIR & ADVANCED PLANNING S	\$8,766.30	31523100-52100	CONTRACTUAL SERVICES	\$8,766.30
					Vendor Total:	\$8,766.30
MOIRS	170914	MISC. POOL SUPPLIES AS NEEDED	\$798.66	82027111-56300	BUILDING MAINT. & REPAIR	\$798.66
	170662	MISC. POOL SUPPLIES AS NEEDED	\$998.33	82027111-56300	BUILDING MAINT. & REPAIR	\$998.33
	170325	MISC. POOL SUPPLIES AS NEEDED	\$220.86	84027225-58202	CHEMICALS	\$220.86
	170486	MISC. POOL SUPPLIES AS NEEDED	\$765.38	84027225-58202	CHEMICALS	\$765.38
	170904	MISC. POOL SUPPLIES AS NEEDED	\$490.99	10022300-54106	SPECIALTY SUPPLIES	\$490.99
					Vendor Total:	\$3,274.22
MOTION INDUSTRIES INC	CA23-527510	BEARING, FITTINGS & MISC. ITEM	\$913.53	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$913.53
					Vendor Total:	\$913.53
MOTOROLA SOLUTIONS INC	8281247293	UNITY GAIN ANTENNA QUATERWAVE VHF	\$522.60	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$522.60
					Vendor Total:	\$522.60
NFP NATIONAL ACCOUNT SERVICES INC	21-10 ALTERITY	OCT 2021 ALTERITY INSURANCE	\$2,835.62	20700000-20523	P/R DEDUCT-LTD	\$2,514.32
				20700000-20512	REMIF LIFE	\$4.05
				20700000-20512	REMIF LIFE	\$35.25
				20700000-20512	REMIF LIFE	\$282.00
					Vendor Total:	\$2,835.62
OLYMPUS AMERICA INC	IN-U270710	CX43RF-1-2; CX43 UPRIGHT MICRO	\$5,456.09	84027225-54100	SUPPLIES	\$5,456.09
					Vendor Total:	\$5,456.09
ONE TIME PAY VENDOR	125544-7	UTILITY REFUND - RLS JING FAMILY LLC	\$10.55	90100000-10421	UTILITY RECEIVABLES CLEARING	\$10.55
					Vendor Total:	\$10.55
OREILLY AUTO PARTS	2707-392157	GLOBAL FUEL	\$10.70	10020210-56130	EXTERNAL SERVICES	\$10.70
	2707-391297	DISC PAD SET, 1-PC ROTOR	\$348.86	10020210-56130	EXTERNAL SERVICES	\$348.86
	2707-395953	DISC PAD SETS, ROTORS	\$718.07	10020210-56130	EXTERNAL SERVICES	\$718.07
	2707-396787	DISC PAD SETS, ROTORS	\$718.07	10020210-56130	EXTERNAL SERVICES	\$718.07

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
OREILLY AUTO PARTS	2707-394565	DISC PAD SET	\$83.28	10022100-56130	EXTERNAL SERVICES	\$83.28
	2707-396353	AIR FILTER	\$47.00	80026110-56130	EXTERNAL SERVICES	\$47.00
	Vendor Total:					\$1,925.98
OWEN EQUIPMENT SALES	00054076	BLOCK, STOP TOOT, AIR CYCINDER	\$194.68	84027221-56130	EXTERNAL SERVICES	\$194.68
	Vendor Total:					\$194.68
PACE SUPPLY CORPORATION	027177568	SPEARS, SOC 45 ELL, ADAPTER	\$54.46	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$54.46
	027177568-1	SPRING CHECK VALVE, SOLENOID VLV ASCO	\$214.60	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$214.60
	Vendor Total:					\$269.06
PETERSON TRUCKS INC	CM245661R	RETURN - FILTER LUBE OIL	(\$38.98)	20324100-56112	EQUIPMENT PARTS FOR RESALE	(\$38.98)
	247484R	WINDSHIELD WASHER FLUID, FILTER, BRAKLEEN	\$99.95	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$99.95
	246497R	GASKET, AFM DEVICE	\$85.73	10521210-56130	EXTERNAL SERVICES	\$85.73
	246693R	FILTER, ASSY OIL, FILTER KIT, DISPOSABLE CENTRIFUG	\$207.02	10521210-56130	EXTERNAL SERVICES	\$207.02
	229974	GASKET, AFM DEVICE	\$335.43	10521210-56130	EXTERNAL SERVICES	\$335.43
	246904R	SNSOR, PARTICULATE	\$768.51	10521210-56130	EXTERNAL SERVICES	\$768.51
	246886R	FILTER	\$48.99	80026110-56130	EXTERNAL SERVICES	\$24.50
				84027221-56130	EXTERNAL SERVICES	\$24.49
	CM243292R	CREDIT - ELECTRICAL TRAINING	(\$895.12)	20324100-57100	LEARNING AND DEVELOPMENT	(\$895.12)
	CM243291R	CREDIT - A/C TRAINING	(\$488.26)	20324100-57100	LEARNING AND DEVELOPMENT	(\$488.26)
	244338R	A/C TRAINING	\$450.00	20324100-57100	LEARNING AND DEVELOPMENT	\$450.00
	244339R	ELECTRICAL TRAINING	\$825.00	20324100-57100	LEARNING AND DEVELOPMENT	\$825.00
	247197R	FILTER, ASSY OIL, FILTER KIT, FUEL	\$189.36	20324100-58510	REIMBURSABLE JOBS	\$189.36
	Vendor Total:					\$1,587.63
PFM ASSET MANAGEMENT LLC	SMA-M0821-25787	FINANCIAL ADVISORY SERVICES	\$2,857.29	20015100-52100	CONTRACTUAL SERVICES	\$2,857.29
	Vendor Total:					\$2,857.29
REDWOOD COAST FUELS	2272965	CARDLOCK FUEL PURCHASES	\$9,562.63	10020210-56210	FUEL & FLUIDS	\$3,177.86
				10022100-56210	FUEL & FLUIDS	\$485.05

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REDWOOD COAST FUELS	2272965	CARDLOCK FUEL PURCHASES	\$9,562.63	10023320-56210	FUEL & FLUIDS	\$155.85
				10024620-56210	FUEL & FLUIDS	\$1,080.73
				20324100-56210	FUEL & FLUIDS	\$197.11
				20513382-56210	FUEL & FLUIDS	\$40.81
				20822500-56210	FUEL & FLUIDS	\$96.76
				80026400-56210	FUEL & FLUIDS	\$1,739.82
				82027111-56210	FUEL & FLUIDS	\$616.46
				82027114-56210	FUEL & FLUIDS	\$475.39
				82027114-56210	FUEL & FLUIDS	\$542.58
				84027221-56210	FUEL & FLUIDS	\$404.96
				84027221-56210	FUEL & FLUIDS	\$462.20
				84027225-56210	FUEL & FLUIDS	\$87.05
	2270000	CARDLOCK FUEL PURCHASES	\$9,933.26	10020210-56210	FUEL & FLUIDS	\$3,273.22
				10022100-56210	FUEL & FLUIDS	\$859.50
				10023320-56210	FUEL & FLUIDS	\$56.16
				10024620-56210	FUEL & FLUIDS	\$766.85
				20324100-56210	FUEL & FLUIDS	\$344.89
				20513382-56210	FUEL & FLUIDS	\$38.62
				20822500-56210	FUEL & FLUIDS	\$38.97
				80026400-56210	FUEL & FLUIDS	\$2,247.95
				82027111-56210	FUEL & FLUIDS	\$416.50
				82027114-56210	FUEL & FLUIDS	\$443.44
				82027114-56210	FUEL & FLUIDS	\$488.50
				84027221-56210	FUEL & FLUIDS	\$377.75
				84027221-56210	FUEL & FLUIDS	\$416.13
				84027225-56210	FUEL & FLUIDS	\$164.78
	2272036	CARDLOCK FUEL PURCHASES	\$424.79	84027225-56210	FUEL & FLUIDS	\$424.79
	2272149	CARDLOCK FUEL PURCHASES	\$111.22	20324100-58410	GARAGE LUBRICANTS & PARTS	\$111.22
	2272413	CARDLOCK FUEL PURCHASES	\$111.22	20324100-58410	GARAGE LUBRICANTS & PARTS	\$111.22

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
				Vendor Total:	\$20,143.12	
REDWOOD TREE SERVICE STATIONS INC	SEP 21	CAR WASHES & INTERIOR CLEANING	\$544.00	10020210-56130	EXTERNAL SERVICES	\$513.00
				82027111-56130	EXTERNAL SERVICES	\$31.00
				Vendor Total:		\$544.00
RICHARD THORNTON	0000013190	TELEPHONE PRODUCTS & SERVICES	\$125.00	20513300-52100	CONTRACTUAL SERVICES	\$125.00
				Vendor Total:		\$125.00
RINO PACIFIC	CL35428	FUEL CARD CHARGES AS NEEDED	\$3,640.11	10521210-56210	FUEL & FLUIDS	\$3,640.11
				Vendor Total:		\$3,640.11
ROGINA WATER COMPANY	14355 AUG 21	WATER SERVICE - 1301 TALMAGE RD	\$23.89	10521210-55210	UTILITIES	\$23.89
				Vendor Total:		\$23.89
RONALD DONOHUE	TA 10/18-29/21	TRAVEL ADVANCE	\$150.00	10020210-57100	LEARNING AND DEVELOPMENT	\$150.00
				Vendor Total:		\$150.00
RONALD ROYSUM	RS 2148	BEAM ROLLER/FALL PRO ANCHOR	\$819.75	84027225-54100	SUPPLIES	\$819.75
				Vendor Total:		\$819.75
RR DONNELLEY	091773769	SERVICE CALL TAGS	\$528.33	80026400-54100	SUPPLIES	\$528.33
	391156162	DOOR HANGERS	\$213.31	82027114-54100	SUPPLIES	\$213.31
			Vendor Total:		\$741.64	
RYAN PROCESS INC	R2109009	PH SENSOR	\$928.61	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$928.61
				Vendor Total:		\$928.61
SAN DIEGO POLICE EQUIPMENT CO	648742	FEDERAL #AE9DB AMERICAN EAGLE	\$4,947.70	10020210-54100	SUPPLIES	\$4,947.70
	648632	FEDERAL #P9HST2 9MM 147GR HST	\$5,013.69	10020210-54100	SUPPLIES	\$5,013.69
			Vendor Total:		\$9,961.39	
SHANNON RILEY	DV021221	REIMBURSEMENT - GIFT CARDS	\$7,680.00	20012200-54100	SUPPLIES	\$7,680.00
				Vendor Total:		\$7,680.00
SHN CONSULTING ENGINEERS & GEOLOGISTS INC	110628	DESIGN & CONST. MGMNT FOR ZONE	\$4,931.05	82227113-80230	INFRASTRUCTURE	\$4,931.05
	110243	DESIGN & CONST. MGMNT FOR ZONE	\$6,038.10	82227113-80230	INFRASTRUCTURE	\$6,038.10
	109502	DESIGN & CONST. MGMNT FOR ZONE	\$7,477.30	82227113-80230	INFRASTRUCTURE	\$7,477.30
			Vendor Total:		\$18,446.45	

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
STATE OF CALIFORNIA	DV100421	BIANNUAL CERTIFICATION - R RAMOS	\$60.00	10022100-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$60.00
					Vendor Total:	\$60.00
STATE WATER RESOURCES CONTROL BOARD	DV100421	CERTIFICATION RENEWAL - A HODGE	\$110.00	84027225-57100	LEARNING AND DEVELOPMENT	\$110.00
	DV100121	CERTIFICATION RENEWAL - M MICHAEL	\$110.00	84027225-57100	LEARNING AND DEVELOPMENT	\$110.00
					Vendor Total:	\$220.00
STEPHANIE ABBA	SEPT 21	MILEAGE REIMBURSEMENT	\$35.84	10521210-56130	EXTERNAL SERVICES	\$35.84
					Vendor Total:	\$35.84
TEAM GHILOTTI INC	828001	TRANSPORTION IMPROVEMENTS GOBB	\$65,776.65	50924210-80230	INFRASTRUCTURE	\$65,776.65
					Vendor Total:	\$65,776.65
THURSTON CHRYSLER DODGE JEEP RAM	21267	AA RESISTOR	\$71.30	80026110-56130	EXTERNAL SERVICES	\$71.30
	21211	AB MOTOR BLO	\$204.54	80026110-56130	EXTERNAL SERVICES	\$204.54
					Vendor Total:	\$275.84
TUFTS POLYGRAPH & INVESTIGATION	2021-665(A)	POLYGRAPH & INVESTIGATION SERVICES	\$800.00	10020210-54161	BACKGROUND & PHYSICALS	\$800.00
	2021-666(A)	POLYGRAPH & INVESTIGATION SERVICES	\$800.00	10020210-54161	BACKGROUND & PHYSICALS	\$800.00
					Vendor Total:	\$1,600.00
UKIAH AUTO PARTS	232956	SLEEVE RETAINER 36C	\$35.92	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$35.92
	232923	RED HI-TEMP RTV, CAR WASH FL, SPRE TIRE CVR	\$61.38	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$61.38
	230943	CARB-CHOKE CLNER, PREM START FL	\$46.93	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$46.93
	230908	CAB MARKER LIGHT	\$19.58	10022100-56130	EXTERNAL SERVICES	\$19.58
	231282	RECOIL STARTER	\$116.59	10022100-56130	EXTERNAL SERVICES	\$116.59
	230432	WIPER BLADES	\$53.69	10024210-56130	EXTERNAL SERVICES	\$53.69
	1999766	RETURN FILTER	(\$23.50)	10024620-56130	EXTERNAL SERVICES	(\$23.50)
	232527	AIR FILTER	\$27.76	10024620-56130	EXTERNAL SERVICES	\$27.76
	232498	FUEL/OIL FILTERS	\$72.96	10024620-56130	EXTERNAL SERVICES	\$72.96
	232523	FUEL FILTERS	\$73.48	10024620-56130	EXTERNAL SERVICES	\$73.48

List of Checks Presented for Approval on 10/8/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UKIAH AUTO PARTS	232509	CORE DEPOSIT RETURN	(\$20.00)	82027111-56130	EXTERNAL SERVICES	(\$20.00)
	232365	BATTERY	\$150.57	82027111-56130	EXTERNAL SERVICES	\$150.57
	231661	12V ACCESSORY PLUG	\$6.95	84027221-56130	EXTERNAL SERVICES	\$6.95
	229586	OIL, FUEL FILTER	\$65.92	84027221-56130	EXTERNAL SERVICES	\$65.92
Vendor Total:						\$688.23
UKIAH TROPHIES & GIFTS	913450	EMBROIDERY SERVICES	\$327.71	10022100-54100	SUPPLIES	\$327.71
	672503	EMBROIDERY/ENGRAVING SERVICES	\$733.27	10022822-54100	SUPPLIES	\$733.27
Vendor Total:						\$1,060.98
UKIAH VALLEY MEDICAL CENTER	2021-SEPT	LAB WORK FOR PARAMEDIC TRAINING	\$334.78	10521210-57100	LEARNING AND DEVELOPMENT	\$334.78
Vendor Total:						\$334.78
USA BLUEBOOK	733853	INLINE FLOWMETER	\$491.49	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$491.49
Vendor Total:						\$491.49
WESCO GRAPHICS INC	48377	PRODUCTION OF RECREATION GUIDE	\$4,061.53	10022850-54100	SUPPLIES	\$4,061.53
Vendor Total:						\$4,061.53
WL CONSTRUCTION SUPPLY INC	29830	BLADES	\$344.74	82027114-54100	SUPPLIES	\$344.74
Vendor Total:						\$344.74
WYATT IRRIGATION CO	298550 01	CAMLOCK ALUM	\$21.02	82027111-56300	BUILDING MAINT. & REPAIR	\$21.02
Vendor Total:						\$21.02
XEROX CORP	014511702	COPIER LEASE - SEE ADD'L DESCR	\$124.43	73022600-52100	CONTRACTUAL SERVICES	\$124.43
	014511701	COPIER LEASE - SEE ADD'L DESCR	\$460.45	10020210-54500	EQUIP RENTS AND LEASES	\$322.32
				20620231-54500	EQUIP RENTS AND LEASES	\$92.09
				64020213-54500	EQUIP RENTS AND LEASES	\$46.04
	014511698	COPIER LEASE - SEE ADD'L DESCR	\$458.37	20012200-54500	EQUIP RENTS AND LEASES	\$458.37
	014511700	XEROX CB070H COPIER LEASE	\$687.12	20012200-54500	EQUIP RENTS AND LEASES	\$687.12
	014511699	COPIER LEASE - SEE ADD'L DESCR	\$1,200.06	20012200-54500	EQUIP RENTS AND LEASES	\$1,200.06
Vendor Total:						\$2,930.43
INVOICE TOTAL:						\$563,564.66

List of Checks Presented for Approval on 10/15/2021

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

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AACTION RENTS	579606-2	EQUIPMENT & MACHINERY RENTAL A	\$271.48	10024620-56410	EQUIPMENT RENTAL - PRIVATE	\$271.48
					Vendor Total:	\$271.48
ACTIVE911, INC	336307	MEMBERSHIP - FIRE DEPT	\$687.50	10521210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$687.50
					Vendor Total:	\$687.50
ADAM ELLEDGE TA	10/17-29/21	TRAVEL ADVANCE	\$2,082.25	10020210-57100	LEARNING AND DEVELOPMENT	\$2,082.25
					Vendor Total:	\$2,082.25
ADVANCED SECURITY SYSTEMS	579190.1	ALARM MONITORING AT GHM	\$94.50	10022700-52180	SECURITY SERVICES	\$94.50
	579190	FIRE, LIFE SAFETY INSPECTION &	\$528.48	10022700-52180	SECURITY SERVICES	\$528.48
					Vendor Total:	\$622.98
AFLAC	666425	CANCER/LIFE/ACC INSURANCE	\$8,391.68	20700000-20527	SECTION 125 (CANCER & LIFE)	\$8,391.68
					Vendor Total:	\$8,391.68
AFLAC GROUP INSURANCE	A165834200	AUG 21 AFLAC CRITICAL CARE INSURANCE	\$509.94	20700000-20538	AFLAC CRITICAL ILLNESS POLICY	\$509.94
	A163600400	JULY 21 AFLAC CRITICAL CARE INSURANCE	\$509.94	20700000-20538	AFLAC CRITICAL ILLNESS POLICY	\$509.94
	A16777330	SEPT 21 AFLAC CRITICAL CARE INSURANCE	\$509.94	20700000-20538	AFLAC CRITICAL ILLNESS POLICY	\$509.94
					Vendor Total:	\$1,529.82
ALHAMBRA NATIONAL WATER	5109554 100621	DRINKING WATER SERVICES	\$138.75	84027225-54100	SUPPLIES	\$138.75
					Vendor Total:	\$138.75
ALTEC INDUSTRIES INC	11747601	035280021, HYDRAULIC VALVE, RE	\$2,547.70	80026110-56130	EXTERNAL SERVICES	\$2,547.70
					Vendor Total:	\$2,547.70
AMAZON CAPITAL SERVICES	1CWK-L6MQ-CKQV	WINDOW SCREEN CLIPS	\$14.63	84027225-56300	BUILDING MAINT. & REPAIR	\$14.63
	1W67-JQVK-K4D7	SKETCH PAPER, BALLOONS	\$42.43	90000000-23219	PUMPKINFEST	\$42.43
	1WX3-K767-XDDV	DAYCAMP SUPPLIES	\$903.42	10022840-54100	SUPPLIES	\$903.42
	1KFN-19G3-C4XR	DAYCAMP SUPPLIES	\$977.32	10022840-54100	SUPPLIES	\$977.32

List of Checks Presented for Approval on 10/15/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AMAZON CAPITAL SERVICES	1WX3-K767-CK1M	DAYCAMP SUPPLIES	\$978.84	10022840-54100	SUPPLIES	\$978.84
	1QX9-FQ4R-JK6C	FLASH DRIVES	\$161.03	20913900-54100	SUPPLIES	\$161.03
	1HML-9F7F-G9HN	POLO SHIRTS - CONF CENTER	\$123.93	73022600-54100	SUPPLIES	\$123.93
	1LHL-9V7R-6G4Y	INFLATABLE LIFE JACKETS	\$381.02	82027111-54100	SUPPLIES	\$381.02
	1LP9-CXK7-9V11	STREAM LIGHT FLASHLIGHTS	\$237.10	84027221-54100	SUPPLIES	\$237.10
				Vendor Total:		\$3,819.72
ARROW FENCING	82127	INSTALL 6' TALL OPEN CHAIN LIN	\$25,200.00	82027111-52100	CONTRACTUAL SERVICES	\$25,200.00
					Vendor Total:	\$25,200.00
AT&T	000017124171	T1 TO INTERNET FOR DOJ/CLETS	\$301.86	10020210-55100	TELEPHONE	\$150.93
				20620231-55100	TELEPHONE	\$150.93
	000017127727	TELEPHONE SERVICES	\$16.58	10521210-55100	TELEPHONE	\$16.58
	000017127726	TELEPHONE SERVICES	\$23.42	10521210-55100	TELEPHONE	\$23.42
	000017122692	FIBER INTERNET GATEWAY	\$1,446.96	20913900-55100	TELEPHONE	\$1,446.96
					Vendor Total:	\$1,788.82
B & B INDUSTRIAL SUPPLY INC	257834	ALUMINUM PLATE, SHEARING	\$41.52	10521210-56130	EXTERNAL SERVICES	\$41.52
	257771	HR SHEET, SHEARING	\$70.84	10521210-56130	EXTERNAL SERVICES	\$70.84
	258164	ROUND TUBE, WELD ON ELBOW SCH	\$71.62	80026110-56130	EXTERNAL SERVICES	\$71.62
	257969	WISE	\$261.29	82027114-56130	EXTERNAL SERVICES	\$261.29
	258354	HOSE, HOSE END, HOSE ASSEMBLY, PAINT MARKER	\$108.37	84027221-56130	EXTERNAL SERVICES	\$108.37
	257836	S&D PREMIUM, COUNTERSINK	\$78.85	20822500-54102	SMALL TOOLS	\$78.85
	257719	REBAR	\$31.07	10020210-54100	SUPPLIES	\$31.07
	257725	BOX & PAN BRAKE	\$859.57	10020210-54100	SUPPLIES	\$429.79
				10521210-54100	SUPPLIES	\$429.78
	257724	STAND FOR 48" BRAKE	\$434.41	20824300-54100	SUPPLIES	\$434.41
	220866	EXTENSION BAR	\$130.62	80026120-54100	SUPPLIES	\$130.62
	257950	ALUMINUM SQUARES	\$31.42	82027114-54100	SUPPLIES	\$31.42
	257726	BOX & PAN BRAKE	\$859.57	82027114-54100	SUPPLIES	\$429.79
			84027221-54100	SUPPLIES	\$429.78	

List of Checks Presented for Approval on 10/15/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
B & B INDUSTRIAL SUPPLY INC	257949	HOT FLAT BAR	\$176.20	84027221-54100	SUPPLIES	\$176.20
					Vendor Total:	\$3,155.35
BELKORP AG	756464	AIR FILTER	\$57.32	84027225-56130	EXTERNAL SERVICES	\$57.32
					Vendor Total:	\$57.32
BORIS PROKOP	UKIAH-2021-3	ASSIST EUD WITH REGULATORY & M	\$7,375.00	80026400-52100	CONTRACTUAL SERVICES	\$7,375.00
	UKIAH-2021-4	ASSIST EUD WITH REGULATORY & M	\$11,125.00	80026400-52100	CONTRACTUAL SERVICES	\$11,125.00
					Vendor Total:	\$18,500.00
BRETT CHAPMAN	TR 9/26-10/1/21	TRAVEL REIMBURSEMENT	\$787.45	10020210-57100	LEARNING AND DEVELOPMENT	\$787.45
					Vendor Total:	\$787.45
CAPTURE TECHNOLOGIES INC	CAPQ7378	INSTANT ID SOFTWARE LICENSE	\$195.00	20016100-54320	SOFTWARE	\$195.00
					Vendor Total:	\$195.00
CARLOS DE LUNAS	DV093021	INSTRUCTOR	\$1,113.00	10022850-52100	CONTRACTUAL SERVICES	\$1,113.00
					Vendor Total:	\$1,113.00
CHRISTOPHER LONG	TA 10/24-27/21	TRAVEL ADVANCE	\$477.05	10020210-57100	LEARNING AND DEVELOPMENT	\$477.05
					Vendor Total:	\$477.05
CHRISTOPHER V LARSEN	202107-09	PZ2S WATER TANK REPLACEMENT	\$296,761.76	82227113-80230	INFRASTRUCTURE	\$296,761.76
					Vendor Total:	\$296,761.76
COLLEEN HOLLY HUNT	02018	STORM WATER SUPPORT SERVICES	\$1,968.45	10024224-52100	CONTRACTUAL SERVICES	\$1,968.45
					Vendor Total:	\$1,968.45
COMCAST	4635 OCT 21	INTERNET SERVICES	\$246.49	20913900-55100	TELEPHONE	\$246.49
					Vendor Total:	\$246.49
COMPUTER OPTIONS INC	BILL65625	AZURE FILE MIGRATION PLANNING	\$972.50	20913900-52100	CONTRACTUAL SERVICES	\$972.50
					Vendor Total:	\$972.50
COOPER COMPLIANCE CORPORATION	2460	COMPLIANCE & REPORTING SERVICE	\$500.00	80026400-52100	CONTRACTUAL SERVICES	\$500.00
					Vendor Total:	\$500.00
DAN BUFFALO	TR 10/10-12/21	TRAVEL REIMBURSEMENT	\$211.30	20013400-57100	LEARNING AND DEVELOPMENT	\$211.30
					Vendor Total:	\$211.30

List of Checks Presented for Approval on 10/15/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DANIEL STEEL & MACHINE INC	081121-C	CRANE SERVICES AS NEEDED AT WW	\$670.00	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$670.00
					Vendor Total:	\$670.00
DAVID WEBER	DV092201.1	INSTRUCTOR	\$56.00	10022850-52100	CONTRACTUAL SERVICES	\$56.00
	DV092221	INSTRUCTOR	\$616.00	10022850-52100	CONTRACTUAL SERVICES	\$616.00
					Vendor Total:	\$672.00
DEEP VALLEY SECURITY	382635 6	SECURITY SYSTEM MONITORING AT	\$39.95	10022100-52180	SECURITY SERVICES	\$39.95
	382635	ALARM SERVICES PER ATTACHED CO	\$278.65	10022100-52180	SECURITY SERVICES	\$26.95
				10022100-52180	SECURITY SERVICES	\$29.95
				10022700-52180	SECURITY SERVICES	\$42.95
				20822500-52180	SECURITY SERVICES	\$42.95
				20824300-52180	SECURITY SERVICES	\$49.00
				73022600-52180	SECURITY SERVICES	\$19.95
				73022600-52180	SECURITY SERVICES	\$21.95
				82027111-52180	SECURITY SERVICES	\$20.00
				82027111-52180	SECURITY SERVICES	\$24.95
	382635 5	SECURITY UPGRADE & MONITORING/	\$42.95	10022700-52180	SECURITY SERVICES	\$42.95
	382635 1	MONITORING - SOFTBALL COMPLEX	\$32.95	10022822-52180	SECURITY SERVICES	\$32.95
	382635 2	SECURITY MONITORING SVCS - STR	\$34.95	20824300-52180	SECURITY SERVICES	\$34.95
	382635 3	SECURITY MONITORING SVCS - GAR	\$46.95	20824300-52180	SECURITY SERVICES	\$46.95
	382635 4	PROVIDE AND INSTALL ELECTRONIC	\$52.95	80026400-52180	SECURITY SERVICES	\$52.95
					Vendor Total:	\$529.35
DETROIT INDUSTRIAL TOOL	587308	KNOT WIRE WHEELS	\$130.98	82027114-54100	SUPPLIES	\$130.98
					Vendor Total:	\$130.98
ERIC SINGLETON	2021-JUL	REIMBURSEMENT - AMAZON	\$232.74	10521210-54100	SUPPLIES	\$232.74
	2021-JUNE 1	REIMBURSEMENT - AMAZON	\$228.60	91521400-54100	SUPPLIES	\$228.60
	2021-JUNE 2	REIMBURSEMENT - AMAZON	\$273.04	91521400-54100	SUPPLIES	\$273.04
	2021-JUNE 3	REIMBURSEMENT - AMAZON	\$328.93	91521400-54100	SUPPLIES	\$328.93

List of Checks Presented for Approval on 10/15/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ERIC SINGLETON	2021-JUNE	REIMBURSEMENT - AMAZON	\$886.63	91521400-54100	SUPPLIES	\$886.63
					Vendor Total:	\$1,949.94
FASTENAL	CAUKA44154	PENTA HEAD BOLTS	\$256.95	80026120-54100	SUPPLIES	\$256.95
					Vendor Total:	\$256.95
GENERAL PACIFIC INC	1419592	SQUARE FLAT WASHERS 3 X 3 X 1/	\$1,116.75	80026110-54100	SUPPLIES	\$1,116.75
					Vendor Total:	\$1,116.75
GHILOTTI CONSTRUCTION COMPANY INC	5909A11	DOWNTOWN STREETSCAPE & ROAD DI	\$589,382.93	12024200-80230	INFRASTRUCTURE	\$284,971.86
				80126100-80230	INFRASTRUCTURE	\$19,605.30
				82227113-80230	INFRASTRUCTURE	\$19,830.67
				84427221-80230	INFRASTRUCTURE	\$264,975.10
					Vendor Total:	\$589,382.93
GRAINGER INC	9061448925	4EB18, FLUKE (R) FLUKE-87-V SE	\$110.38	80026210-54102	SMALL TOOLS	\$110.38
	9061648466	4EB18, FLUKE (R) FLUKE-87-V SE	\$2,233.43	80026210-54102	SMALL TOOLS	\$2,233.43
					Vendor Total:	\$2,343.81
GREATER UKIAH CHAMBER OF COMMERCE	DV092821	FY2021 VISIT UKIAH PERFORMANCE	\$72,303.33	10112700-52100	CONTRACTUAL SERVICES	\$72,303.33
					Vendor Total:	\$72,303.33
HERC RENTALS INC	32037400-006	SEPT MONTHLY RENTAL	\$2,825.79	10024620-52100	CONTRACTUAL SERVICES	\$941.91
				82027114-52100	CONTRACTUAL SERVICES	\$941.94
				84027221-52100	CONTRACTUAL SERVICES	\$941.94
					Vendor Total:	\$2,825.79
HOWARD INDUSTRIES C/O WRATHALL & KRUSI INC	54021-966749	PAD MOUNT 37.5 KVA, 12 KV, 240	\$10,789.51	80000000-12104	INVENTORY - PURCHASES	\$10,789.51
					Vendor Total:	\$10,789.51
INTERNATIONAL CODE COUNCIL INC	1001380040	ONLINE STUDY GUIDE-B2 COMMERCIAL	\$69.00	10023320-57100	LEARNING AND DEVELOPMENT	\$69.00
					Vendor Total:	\$69.00
JACK WANN	DV092821	INSTRUCTOR	\$420.00	10022850-52100	CONTRACTUAL SERVICES	\$420.00
					Vendor Total:	\$420.00
JAMES ROBBINS	DV101421	REIMBURSEMENT - LEADERSHIP MENDOCINO XVII	\$1,000.00	20023510-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$1,000.00
					Vendor Total:	\$1,000.00

List of Checks Presented for Approval on 10/15/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
JEFFREY MORRIS	TA 10/23-26/21	TRAVEL ADVANCE	\$924.44	10521210-57100	LEARNING AND DEVELOPMENT	\$924.44
					Vendor Total:	\$924.44
JOSEFINA DUENAS	TR 9/21-24/21	TRAVEL REIMBURSEMENT	\$256.88	20010000-57100	LEARNING AND DEVELOPMENT	\$256.88
					Vendor Total:	\$256.88
JUAN V OROZCO	TR 9/21-24/21	TRAVEL REIMBURSEMENT	\$244.88	20010000-57100	LEARNING AND DEVELOPMENT	\$244.88
					Vendor Total:	\$244.88
KEN FOWLER MOTORS INC	31716	SPARK PLUG	\$80.83	10022100-56130	EXTERNAL SERVICES	\$80.83
	31720	WIRE KIT	\$119.91	10022100-56130	EXTERNAL SERVICES	\$119.91
	31485	KEY, TANSMITTER	\$164.69	10521210-56130	EXTERNAL SERVICES	\$164.69
	40318	LABOR	\$85.50	80026110-56130	EXTERNAL SERVICES	\$85.50
	31850	GLOW PLUG	\$268.27	80026110-56130	EXTERNAL SERVICES	\$268.27
					Vendor Total:	\$719.20
LARRY JOE BROOKS	2021208 RET	CONTRACT 2021208 RETAINAGE	\$2,313.57	12000000-20150	AP CONTRACT RETAINAGE	\$2,313.57
					Vendor Total:	\$2,313.57
LES SCHWAB TIRE CENTER	64000553739	FLAT TIRE REPAIR	\$20.00	10024620-56130	EXTERNAL SERVICES	\$20.00
	64000554113	315/80R-22.5/20 M-153 WIDEBASE	\$1,528.39	10521210-56130	EXTERNAL SERVICES	\$1,528.39
	64000555239	TOWSTAR TRAILER BW, TUBLESS METAL STEM	\$156.32	84027225-56130	EXTERNAL SERVICES	\$156.32
					Vendor Total:	\$1,704.71
LEXISNEXIS RISK DATA MANAGEMENT INC	1410964-20210930	LEXIS NEXIS LE PLUS SEARCHING	\$77.00	10020210-54202	MAJOR CRIME INVESTIGATIONS	\$77.00
					Vendor Total:	\$77.00
LN CURTIS & SONS	INV531081	RESCUE GEAR	\$1,688.95	10521210-54102	SMALL TOOLS	\$1,688.95
	INV520703	CREWBOSS #WLS0772 GEN II RESPO	\$2,847.90	25321210-54106	SPECIALTY SUPPLIES	\$1,423.95
				91621400-54106	SPECIALTY SUPPLIES	\$1,423.95
					Vendor Total:	\$4,536.85
LS MITCHELL ARCHITECT INC	1115	ARCHITECTURE SVCS HASTING ROAD	\$5,250.00	80126100-80220	BUILDING IMPROVEMENTS	\$5,250.00
					Vendor Total:	\$5,250.00

List of Checks Presented for Approval on 10/15/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MATT KEIZER	TR 9/12-16/21	TRAVEL REIMBURSEMENT	\$795.92	10023320-57100	LEARNING AND DEVELOPMENT	\$397.96
				62023320-57100	LEARNING AND DEVELOPMENT	\$397.96
				Vendor Total:		\$795.92
MIRACLE PLAYSYSTEMS INC	F2021-0607	MIRACLE PLAYSYSTEMS #8012433	\$6,033.23	10020210-54100	SUPPLIES	\$934.00
				10022100-54100	SUPPLIES	\$5,099.23
				Vendor Total:		\$6,033.23
MUNSELLE CIVIL ENGINEERING	15974	300 PLANT RD SURVEY 01 MONITORING WELL SURVEY	\$561.25	84427222-52100	CONTRACTUAL SERVICES	\$561.25
	15797	SURVEYING, ENGINEERING AND AUT	\$3,100.00	84427222-52100	CONTRACTUAL SERVICES	\$3,100.00
			Vendor Total:		\$3,661.25	
NANCY SKELLY	DV093021	INSTRUCTOR	\$490.00	10022850-52100	CONTRACTUAL SERVICES	\$490.00
				Vendor Total:		\$490.00
NCPA	006102-1021028	OCT 21 NCPA	\$1,012,682.00	80026440-58104	NCPA MANAGEMENT SERVICES	\$39,357.00
				80026440-58101	NCPA PLANT GENERATION	(\$99,921.00)
				80026440-58102	NCPA POWER PURCHASES	\$877,293.00
				80026440-58105	NCPA THIRD PARTY SALES	(\$25,556.00)
				80026440-58103	NCPA TRANSMISSION	\$221,509.00
				Vendor Total:		\$1,012,682.00
OLIN CORPORATION	3000024079	LIQUID SODIUM HYPOCHLORITE FY2	\$4,355.43	84027225-58202	CHEMICALS	\$4,355.43
	3000027181	LIQUID SODIUM HYPOCHLORITE FY2	\$5,629.74	84027225-58202	CHEMICALS	\$5,629.74
	3000029015	LIQUID SODIUM HYPOCHLORITE FY2	\$5,724.88	84027225-58202	CHEMICALS	\$5,724.88
			Vendor Total:		\$15,710.05	
ONESOURCE DISTRIBUTORS LLC	S6752723.006	(2U-CA-2) CAP, INSULATED PROTE	\$14.43	80000000-12104	INVENTORY - PURCHASES	\$14.43
	S6756953.001	WIRE ROPE	\$326.08	80026110-54100	SUPPLIES	\$326.08
			Vendor Total:		\$340.51	
OPERATING ENGINEERS UNION	2110-1	OCT 2021 PW UNION DUES	\$990.00	20700000-20509	P/R DEDUCT.- UNION DUES	\$990.00

List of Checks Presented for Approval on 10/15/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
OPERATING ENGINEERS UNION	2109-1	SEPT 2021 PW UNION DUES	\$990.00	20700000-20509	P/R DEDUCT.- UNION DUES	\$990.00
	2108-1	AUG 2021 PW UNION DUES	\$1,056.00	20700000-20509	P/R DEDUCT.- UNION DUES	\$1,056.00
	2110	OCT 2021 ADMIN & MAINT UNION DUES	\$1,500.00	20700000-20509	P/R DEDUCT.- UNION DUES	\$1,500.00
	2109	SEPT 2021 ADMIN & MAINT UNION DUES	\$1,500.00	20700000-20509	P/R DEDUCT.- UNION DUES	\$1,500.00
	2108	AUG 2021 ADMIN & MAINT UNION DUES	\$1,560.00	20700000-20509	P/R DEDUCT.- UNION DUES	\$1,560.00
	Vendor Total:					\$7,596.00
PACE SUPPLY CORPORATION	027196535	PLUMBERS SILICONE GREASE	\$34.57	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$34.57
	027205401	REDUCER, CLOSE SS NIPPLE	\$50.76	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$50.76
	027180911	SOLENOID VLV ASCO	\$587.53	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$587.53
	027125330	MAIN VALVE KIT, PILOT OVERHAUL KIT	\$673.43	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$673.43
	027024818-3	(1-CV-G5) COVER, SEWER STEEL	\$122.71	82000000-12104	INVENTORY - PURCHASES	\$122.71
	027117977-2	(F-1) NUT, FLARE, 3/4" CU FORD	\$230.47	82000000-12104	INVENTORY - PURCHASES	\$230.47
	027206048	WATERFREE URINAL CARTRIDGE	\$344.36	10022100-54100	SUPPLIES	\$344.36
	027185287	PLUG BRASS, NIPPLE BRASS, GATE VALVE	\$215.57	82027114-54100	SUPPLIES	\$215.57
	027195424	MEGA LUG ACC SET, DUAL WEDGE PVC	\$280.72	82027114-54100	SUPPLIES	\$280.72
	027048448-1	PLASTIC CUTTER REPLACEMENT BLADE LENOX	\$343.28	82027114-54100	SUPPLIES	\$343.28
	Vendor Total:					\$2,883.40
PG&E CO	7075-1 SEP 21	PACIFIC GAS & ELECTRIC	\$4.76	10022100-55210	UTILITIES	\$4.76
	Vendor Total:					\$4.76
RAINBOW AGRICULTURAL SERVICES	758686 1	FINANCE CHARGE CREDIT	(\$18.03)	82027111-56300	BUILDING MAINT. & REPAIR	(\$18.03)
	306434/1	PARTS & MISC SUPPLIES AS NEEDED	\$101.22	10022100-56130	EXTERNAL SERVICES	\$101.22
	47179/1	2 STROKE FUEL	\$97.98	82027111-56210	FUEL & FLUIDS	\$97.98
	175748/1	RETURN - AIR FILTERS	(\$26.13)	10024620-54120	PW - SPECIAL SUPPLIES	(\$26.13)
	310918/1	T540IXP CORDLESS CHAINSAW KIT	\$1,393.58	80026110-54102	SMALL TOOLS	\$1,393.58
	46902/1	K-9 FOOD	\$62.05	10020210-54100	SUPPLIES	\$62.05
	47002/1	BASE REPLACEMENT, SPOOL INSERT	\$26.11	10022100-54100	SUPPLIES	\$26.11
	47029/1	EAR PLUGS	\$92.53	10022100-54100	SUPPLIES	\$92.53

List of Checks Presented for Approval on 10/15/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
RAINBOW AGRICULTURAL SERVICES	46993/1	STROKE FUEL, SAFETY GLASSES, WORK GLOVES	\$200.22	82027111-54100	SUPPLIES	\$200.22
Vendor Total:						\$1,929.53
RAY C STARKEY	P-2100855	SOFTBALL SHIRTS	\$835.75	10022822-54100	SUPPLIES	\$835.75
	P-2100836	T-SHIRTS - CONF CENTER	\$76.21	73022600-54100	SUPPLIES	\$76.21
	P-2100822	HATS - WATER DEPT	\$235.17	82027114-54100	SUPPLIES	\$235.17
Vendor Total:						\$1,147.13
REDWOOD COAST FUELS	2271712	CARDLOCK FUEL PURCHASES	\$347.22	84027225-58410	GARAGE LUBRICANTS & PARTS	\$347.22
Vendor Total:						\$347.22
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	21-10 HEALTHCOMP	OCT 21 REMIF MEDICAL, DENTAL & VISION INSURANCE	\$289,391.04	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$491.40
				20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$2,433.36
				20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$19,470.00
				20700000-20520	P/R DEDUCT.- MEDICAL INS	\$245,955.00
				20700000-20510	REMIF DENTAL	\$17,910.88
				20700000-20511	REMIF VISION	\$3,130.40
Vendor Total:						\$289,391.04
REDWOOD FORD	336357	FILTER	\$52.18	10020210-56130	EXTERNAL SERVICES	\$52.18
	336434	SPARK PLUG	\$78.05	10020210-56130	EXTERNAL SERVICES	\$78.05
	336369	SOCKET ASY	\$321.60	10020210-56130	EXTERNAL SERVICES	\$321.60
	FOCS159882	SERVICE - FORD TRUCK	\$447.50	10020210-56130	EXTERNAL SERVICES	\$447.50
	336516	ELEMENT ASY, FILTER	\$36.39	10024620-56130	EXTERNAL SERVICES	\$36.39
	336486	ELEMENT ASY, FILTER	\$46.55	20324100-56130	EXTERNAL SERVICES	\$46.55
Vendor Total:						\$982.27
REOA LTD	37	OFFICIATING OF ADULT SOFTBALL	\$1,866.00	10022822-52100	CONTRACTUAL SERVICES	\$1,866.00
Vendor Total:						\$1,866.00
REXEL USA INC	Y439934	MIL48111880 M18 MILWAUKEE REDL	\$2,208.00	90000000-20210	BASIC TAX 7.5%	(\$173.88)
				80026120-54102	SMALL TOOLS	\$173.88
				80026120-54102	SMALL TOOLS	\$2,208.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REXEL USA INC	2B30295	RETURN - 3P-240V-40A CB	(\$88.67)	10521210-56300	BUILDING MAINT. & REPAIR	(\$88.67)
	2B30316	C-H BAB3040H 40A 240V	\$358.62	10521210-56300	BUILDING MAINT. & REPAIR	\$358.62
	2B66607	CRC 02125 11OZ HF CNTCT	\$96.96	80026120-54100	SUPPLIES	\$96.96
	2B14038	FISHLINE CONDUIT, BOND	\$45.93	80026200-54100	SUPPLIES	\$45.93
Vendor Total:						\$2,620.84
RICHARD & JOYCE CLELAND	124281-7	PHOTOVOLTAIC REIMBURSEMENT	\$241.77	90100000-10421	UTILITY RECEIVABLES CLEARING	\$241.77
	Vendor Total:					\$241.77
RICHARD ANDERSON	210927-1	AGREEMENT FOR PROF. SVC'S FOR W	\$5,250.00	20913900-52100	CONTRACTUAL SERVICES	\$5,250.00
	Vendor Total:					\$5,250.00
RICHARD THORNTON	0000013188	TELEPHONE PRODUCTS & SERVICES	\$852.85	20913900-52100	CONTRACTUAL SERVICES	\$852.85
	Vendor Total:					\$852.85
SAFEWAY INC	SEP 21	MISC. PURCHASES AS REQUIRED	\$521.98	90000000-23226	CONCERT SERIES	\$25.01
				90000000-23226	CONCERT SERIES	\$276.75
				10022700-54100	SUPPLIES	\$40.87
				10022840-54100	SUPPLIES	\$75.77
				10022840-54100	SUPPLIES	\$90.67
				73022600-54100	SUPPLIES	\$12.91
				Vendor Total:		\$521.98
SAUL PEREZ	TA 10/24-26/21	TRAVEL ADVANCE	\$651.15	10020210-57100	LEARNING AND DEVELOPMENT	\$651.15
				Vendor Total:		\$651.15
STAPLES CREDIT PLAN	7338994380-0	COPY PAPER	\$74.76	90000000-23219	PUMPKINFEST	\$74.76
	7339688496-0	COLORED CHALK	\$1.95	10022810-54100	SUPPLIES	\$1.95
	7339697615-0	STP CAS IJ BOND 36X150	\$171.15	10022810-54100	SUPPLIES	\$171.15
	7339806964-0	COVER STOCK	\$84.70	10022831-54100	SUPPLIES	\$84.70
	7340070823-0	BINDERCLIPS, BLUE PAPER	\$129.86	10022831-54100	SUPPLIES	\$129.86
	7339042283-0	STAPLES, STAMP, PLANNER, YEARLY CALENDER	\$104.05	10521210-54100	SUPPLIES	\$104.05
	7337679796-0	FILE BOXES	\$9.54	20012200-54100	SUPPLIES	\$9.54
	7338310794-0	NOTEPADS, ENVELOPES	\$159.04	20012200-54100	SUPPLIES	\$159.04
	7338172290-0	NITRILE GLOVES	\$406.26	20012200-54100	SUPPLIES	\$406.26

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
STAPLES CREDIT PLAN	7339557395-0	WIRELESS MOUSE, DESKTOP SORTER	\$132.59	20012800-54100	SUPPLIES	\$132.59
	7338221638-0	TONER, STAPLES, PENS, SHARPIES	\$84.26	20013210-54100	SUPPLIES	\$27.97
				20013210-54100	SUPPLIES	\$39.24
				20013400-54100	SUPPLIES	\$17.05
	7339518512-0	PAID STAMP, APC BACKUP	\$101.41	20013210-54100	SUPPLIES	\$70.76
				20013400-54100	SUPPLIES	\$30.65
	7338931191-0	FILES BOXES	\$19.07	20513300-54100	SUPPLIES	\$19.07
	7338931191-0	ELECTRIC STAPLER	\$64.30	20513300-54100	SUPPLIES	\$64.30
	Vendor Total:					\$1,542.94
STEPHANIE ABBA	TA 10/24-27/21	TRAVEL ADVANCE	\$493.44	10521210-57100	LEARNING AND DEVELOPMENT	\$493.44
					Vendor Total: \$493.44	
SUNCOAST RESEARCH LABS INC	43086	55 GAL DRUM CITRUS FLOATING LI	\$4,485.00	90000000-20210	BASIC TAX 7.5%	(\$398.04)
				84027221-54100	SUPPLIES	\$398.04
				84027221-54100	SUPPLIES	\$4,485.00
				Vendor Total: \$4,485.00		
THE BANK OF NEW YORK MELLON	252-2389905	REDEMPTION NOTICE FEE	\$100.00	96995669-52100	CONTRACTUAL SERVICES	\$100.00
					Vendor Total: \$100.00	
THURSTON CHEVROLET TOYOTA SCION	236617	SENSOR	\$72.32	10022100-56130	EXTERNAL SERVICES	\$72.32
					Vendor Total: \$72.32	
TRIPLE S CAMERA SHOP	120868	UPD PORTRAIT	\$29.34	10020210-54100	SUPPLIES	\$29.34
	120697	PROCESSING DIGITAL	\$448.29	10020210-54100	SUPPLIES	\$448.29
	Vendor Total: \$477.63					
TUFTS POLYGRAPH & INVESTIGATION	2021-659(A)	POLYGRAPH & INVESTIGATION SERVICES	\$800.00	10521210-54161	BACKGROUND & PHYSICALS	\$800.00
					Vendor Total: \$800.00	
TYLER TECHNOLOGIES INC	045-351269	TYLER SYSTEM MANAGEMENT SERVICE	\$17,111.94	20913900-54320	SOFTWARE	\$17,111.94
					Vendor Total: \$17,111.94	
UKIAH DAILY JOURNAL	0006600511	PUBLISHING SERVICES FY 21/22	\$515.01	20016100-54162	ADVERTISING	\$515.01
	0006608019	PUBLISHING SERVICES FY 21/22	\$164.73	10023100-52515	ADVERTISING & PUBLICATION	\$164.73
	0006607138	PUBLISHING SERVICES FY 21/22	\$177.45	10023100-52515	ADVERTISING & PUBLICATION	\$177.45

List of Checks Presented for Approval on 10/15/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UKIAH DAILY JOURNAL	0006610047	PUBLISHING SERVICES FY 21/22	\$148.85	80026400-52100	CONTRACTUAL SERVICES	\$148.85
	0006609433	PUBLISHING SERVICES FY 21/22	\$80.52	20012500-52150	LEGAL SERVICES/ EXPENSES	\$80.52
	0006605969	PUBLISHING SERVICES FY 21/22	\$88.47	20012500-52150	LEGAL SERVICES/ EXPENSES	\$88.47
	0006609475	PUBLISHING SERVICES FY 21/22	\$90.06	20012500-52150	LEGAL SERVICES/ EXPENSES	\$90.06
Vendor Total:						\$1,265.09
UKIAH VALLEY ASSOCIATION FOR HABILITATION INC	IN23953	JANITORIAL SERVICES - WWTP FY 2	\$720.00	84027225-52100	CONTRACTUAL SERVICES	\$720.00
	Vendor Total:					\$720.00
UNDERGROUND SERVICE ALERT OF	21DIG131439	CALIFORNIA STATE FEE FOR REGULATORY COSTS	\$1,082.31	84027221-59101	FEES	\$1,082.31
	1314392021	131439 ANNUAL MEMBERSHIP 2021	\$1,719.79	84027221-59101	FEES	\$1,719.79
Vendor Total:						\$2,802.10
US BANK CORPORATE PAYMENT SERVICES	SEPT 21	CAL CARD PURCHASES	\$5,743.99	10521210-56300	BUILDING MAINT. & REPAIR	(\$14.14)
				10521210-56300	BUILDING MAINT. & REPAIR	\$473.58
				10521210-54330	COMPUTER AND TECHNOLOGY	\$4.99
				10521210-56210	FUEL & FLUIDS	\$67.96
				10521210-57100	LEARNING AND DEVELOPMENT	\$3,082.96
				10521210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$200.00
				10521210-54102	SMALL TOOLS	\$343.15
				71021100-54106	SPECIALTY SUPPLIES	\$642.95
				10521210-54100	SUPPLIES	\$924.34
				10521210-55100	TELEPHONE	\$18.20
Vendor Total:						\$5,743.99
VIGILANT SOLUTIONS LLC	43930-2TI	5 YEAR AUTOMATED LPR SYSTEM	\$860.00	64020213-54500	EQUIP RENTS AND LEASES	\$391.84
				64020213-54100	SUPPLIES	\$468.16
	44232 RI	5 YEAR AUTOMATED LPR SYSTEM	\$8,350.20	64020213-54500	EQUIP RENTS AND LEASES	\$8,350.20
Vendor Total:						\$9,210.20

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
VINCENTE MARTINEZ	TA 10/24-30/21	TRAVEL ADVANCE	\$1,537.48	82027111-57100	LEARNING AND DEVELOPMENT	\$1,537.48
Vendor Total:						\$1,537.48
WALMART COMMUNITY	04435	PD SUPPLIES	\$120.41	10020210-54100	SUPPLIES	\$120.41
	06207	DAYCAMP	\$78.25	10022840-54100	SUPPLIES	\$78.25
	08350	SUBSTATION SUPPLIES	\$107.14	80026210-54100	SUPPLIES	\$107.14
	02106	PH SURGE	\$19.45	80026400-54100	SUPPLIES	\$19.45
Vendor Total:						\$325.25
WATEREUSE ASSOCIATION	D44211	WATEREUSE ANNUAL MEMBERSHIP	\$892.50	83027330-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$892.50
Vendor Total:						\$892.50
WEX BANK	74804766	FUEL FOR POLICE	\$459.02	10020210-56210	FUEL & FLUIDS	\$459.02
Vendor Total:						\$459.02
WHITLOCK & WEINBERGER TRANSPORTATION INC	27051	TRAFFIC SIGNAL DESIGN AT GOBBI	\$295.00	50924210-80230	INFRASTRUCTURE	\$295.00
Vendor Total:						\$295.00
WIPF CONSTRUCTION LLC	7132	SERVICE CALL TO TROUBLESHOOT ALARM	\$250.00	10022700-56300	BUILDING MAINT. & REPAIR	\$250.00
	7197	DELIVERY OF VARIOUS MATERIALS	\$719.76	82227113-80230	INFRASTRUCTURE	\$719.76
Vendor Total:						\$969.76
WORKING FIRE FURNITURE & MATTRESS CO INC	3285	DUTY-BUILT RECLINERS	\$5,399.93	90000000-20210	BASIC TAX 7.5%	(\$425.24)
				91721400-54100	SUPPLIES	\$425.24
				91721400-54100	SUPPLIES	\$5,399.93
Vendor Total:						\$5,399.93
WYATT IRRIGATION CO	299284 01	PVC, PINT PURPLE PREMIER, PRIMER	\$337.12	10022100-54100	SUPPLIES	\$337.12
Vendor Total:						\$337.12
INVOICE TOTAL:						\$2,483,553.85

List of Checks Presented for Approval on 10/22/2021

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

Sgt. S. S. S.

D. R. J.

CR

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
4LEAF INC	J35951	ON-CALL BUILDING & PLAN CHECK	\$12,096.00	10023320-52100	CONTRACTUAL SERVICES	\$12,096.00
					Vendor Total:	\$12,096.00
ACTION RENTS	572861-2	EQUIPMENT & MACHINERY RENTAL A	\$155.00	90000000-23256	SPECIAL EVENTS TRUST	\$155.00
					Vendor Total:	\$155.00
AFLAC GROUP INSURANCE	A161521900	JUN 21 AFLAC CRITICAL CARE INS	\$339.96	20700000-20538	AFLAC CRITICAL ILLNESS POLICY	\$339.96
					Vendor Total:	\$339.96
ALAN HODGE	DV101421	REIMBURSEMENT - FUEL	\$42.63	84027225-56210	FUEL & FLUIDS	\$42.63
					Vendor Total:	\$42.63
ALLEN JAMES	DV082821	INSTRUCTOR	\$539.00	10022850-52100	CONTRACTUAL SERVICES	\$539.00
					Vendor Total:	\$539.00
ALTEC INDUSTRIES INC	11755452	PARTS & MATERIALS AS NEEDED	\$94.89	80026110-56130	EXTERNAL SERVICES	\$94.89
					Vendor Total:	\$94.89
AMAZON CAPITAL SERVICES	14QL-6HGX-3DRP	LED HEADLIGHTS	\$461.63	10521210-56130	EXTERNAL SERVICES	\$461.63
	1LL7-44YP-RHHK	PUMPKIN FEST-DECORATION KITS	\$52.64	90000000-23219	PUMPKINFEST	\$52.64
	1VMH-KMT4-RFYG	AXIGEAR WATERPROOF HARD CASE	\$35.93	10020210-54100	SUPPLIES	\$35.93
	1QMQ-DFF4-X76H	INDOOR PICKLEBALLS	\$43.32	10022810-54100	SUPPLIES	\$43.32
	1HJ9-T1YW-X67P	TIRE COVERS	\$43.14	82027114-54100	SUPPLIES	\$43.14
					Vendor Total:	\$636.66
AMWINS GROUP BENEFITS INC	7051817	NOV 21 RETIREE HEALTH INSURANCE	\$2,687.40	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$2,687.40
					Vendor Total:	\$2,687.40
AT&T	000017154837	T1 TO INTERNET	\$573.75	20913900-55100	TELEPHONE	\$573.75
	000017155234	TELEPHONE SERVICES	\$5,493.36	20913900-55100	TELEPHONE	\$5,493.36
	1718 OCT 21	CC TERMINAL	\$210.12	77725200-55100	TELEPHONE	\$210.12
					Vendor Total:	\$6,277.23
AT&T MOBILITY	832118877X1 0142021	DATA & VOICE CELL PHONES	\$361.09	10020210-55100	TELEPHONE	\$130.09

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AT&T MOBILITY	832118877X1 0142021	DATA & VOICE CELL PHONES	\$361.09	20620231-55100	TELEPHONE	\$14.98
				77725200-55100	TELEPHONE	\$40.25
				80026400-55100	TELEPHONE	\$86.46
				82027110-55100	TELEPHONE	\$14.98
				82027111-55100	TELEPHONE	\$44.37
				84027221-55100	TELEPHONE	\$29.96
	832056361X1 0142021	APN MODEMS	\$559.50	10020210-55100	TELEPHONE	\$559.50
	875108535X1 0142021	VOICE & DATA CELL PHONES	\$37.46	84027221-55100	TELEPHONE	\$37.46
	Vendor Total:					\$958.05
CA DIVISION OF THE STATE ARCHITECT	3RD QTR 21	3RD QTR 2021 DISABILITY FEE	\$89.20	90000000-23012	STATE \$1 BUS. LIC. SET ASIDE	(\$802.80)
				90000000-23002	STATE \$1 BUSINESS LICENSE FEE	\$892.00
				Vendor Total:		\$89.20
CANDICE RASMASON	TA 11/7-11/21	TRAVEL ADVANCE	\$1,811.80	20013210-57100	LEARNING AND DEVELOPMENT	\$1,811.80
				Vendor Total:		\$1,811.80
CANTEEN SERVICE	5975:010520	WATER FILTRATION SERVICE POLIC	\$45.00	10020210-54100	SUPPLIES	\$22.50
				20620231-54100	SUPPLIES	\$22.50
				Vendor Total:		\$45.00
CEDRIC CROOK	FY 21/22	ANNUAL BUY FUND 21/22	\$2,000.00	10020210-54100	SUPPLIES	\$2,000.00
				Vendor Total:		\$2,000.00
CINTAS CORPORATION	4095421109	RUG/MAT & UNIFORM SERVICES	\$85.39	20822500-56300	BUILDING MAINT. & REPAIR	\$85.39
	4096745256	RUG/MAT & UNIFORM SERVICES	\$85.39	20822500-56300	BUILDING MAINT. & REPAIR	\$85.39
	4095421111	RUG/MAT & UNIFORM SERVICES	\$64.84	20324100-52100	CONTRACTUAL SERVICES	\$26.38
				20824300-52100	CONTRACTUAL SERVICES	\$38.46
	4096745190	RUG/MAT & UNIFORM SERVICES	\$75.73	20324100-52100	CONTRACTUAL SERVICES	\$26.38
				20824300-52100	CONTRACTUAL SERVICES	\$49.35
	5075714327	RUG/MAT & UNIFORM SERVICES	\$80.07	20324100-52100	CONTRACTUAL SERVICES	\$80.07
	4096008590	RUG/MAT & UNIFORM SERVICES	\$88.66	20324100-52100	CONTRACTUAL SERVICES	\$26.38
				20824300-52100	CONTRACTUAL SERVICES	\$62.28
	4094585542	RUG/MAT & UNIFORM SERVICES	\$228.35	20324100-52100	CONTRACTUAL SERVICES	\$26.38

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CINTAS CORPORATION	4094585542	RUG/MAT & UNIFORM SERVICES	\$228.35	20824300-52100	CONTRACTUAL SERVICES	\$201.97
	4097485569	RUG/MAT & UNIFORM SERVICES	\$409.24	20324100-52100	CONTRACTUAL SERVICES	\$196.38
				20824300-52100	CONTRACTUAL SERVICES	\$212.86
	4095421108	RUG/MAT & UNIFORM SERVICES	\$35.00	31122000-52100	CONTRACTUAL SERVICES	\$35.00
	4096745150	RUG/MAT & UNIFORM SERVICES	\$35.00	31122000-52100	CONTRACTUAL SERVICES	\$35.00
	4095421049	RUG/MAT & UNIFORM SERVICES	\$35.00	73022600-52100	CONTRACTUAL SERVICES	\$35.00
	4096745207	RUG/MAT & UNIFORM SERVICES	\$35.00	73022600-52100	CONTRACTUAL SERVICES	\$35.00
	4094742914	RUG/MAT & UNIFORM SERVICES	\$44.92	77725200-54100	SUPPLIES	\$44.92
	4095523921	RUG/MAT & UNIFORM SERVICES	\$44.92	77725200-54100	SUPPLIES	\$44.92
	4096193617	RUG/MAT & UNIFORM SERVICES	\$44.92	77725200-54100	SUPPLIES	\$44.92
	4096869165	RUG/MAT & UNIFORM SERVICES	\$44.92	77725200-54100	SUPPLIES	\$44.92
Vendor Total:						\$1,437.35
COLLEEN HOLLY HUNT	02045	STORM WATER SUPPORT SERVICES F	\$13,461.80	10024224-52100	CONTRACTUAL SERVICES	\$13,461.80
Vendor Total:						\$13,461.80
COMCAST	1067 OCT 21	INTERNET SERVICES	\$114.81	10521210-55100	TELEPHONE	\$114.81
	1296 OCT 21	INTERNET SERVICES	\$173.12	20913900-55100	TELEPHONE	\$173.12
	9780 OCT 21	INTERNET SERVICES	\$145.88	73022600-55100	TELEPHONE	\$145.88
Vendor Total:						\$433.81
CWS CONSTRUCTION GROUP INC	2021204 3	ELECTRIC SERVICE CENTER - SITE	\$404,834.04	80126100-80220	BUILDING IMPROVEMENTS	\$404,834.04
Vendor Total:						\$404,834.04
DANIEL F MEAD	51012	DUPLICATE KEYS, REPAIRS & MISC	\$143.06	20822500-54100	SUPPLIES	\$143.06
Vendor Total:						\$143.06
DAVID WEBER	DV082521	INSTRUCTOR	\$560.00	10022850-52100	CONTRACTUAL SERVICES	\$560.00
Vendor Total:						\$560.00
DEPARTMENT OF JUSTICE	536961	FINGERPRINTS	\$637.00	10020210-54169	LIVESCAN	\$637.00
Vendor Total:						\$637.00
DONALD KEITH HEWETT	85679	TOWING SERVICES	\$85.00	10020210-56130	EXTERNAL SERVICES	\$85.00
Vendor Total:						\$85.00
EFAX CORPORATE	3440003	EFAX SERVICES	\$149.50	20012200-52100	CONTRACTUAL SERVICES	\$149.50
Vendor Total:						\$149.50

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
EFFICIENCY SERVICES GROUP LLC	00001648	ADMIN OF EUD PUBLIC BENEFITS P	\$3,500.00	80626450-52137	PUBLIC BENEFITS PROGRAM MGMT	\$3,500.00
					Vendor Total:	\$3,500.00
FASTENAL	CAUKA44176	MISC. SUPPLIES AS NEEDED	\$7.61	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$7.61
	CAUKA44148	MISC. SUPPLIES AS NEEDED	\$21.66	10020210-56130	EXTERNAL SERVICES	\$21.66
					Vendor Total:	\$29.27
FEDERAL EXPRESS	7-526-70773	SHIPPING SERVICES	\$141.99	10020210-54101	POSTAGE	\$23.87
				10020210-54101	POSTAGE	\$30.35
				10020210-54101	POSTAGE	\$30.35
				10020210-54101	POSTAGE	\$30.68
				84027225-54101	POSTAGE	\$26.74
					Vendor Total:	\$141.99
FINANCIAL PACIFIC LEASING INC	6299807	FINANCING OF TWO PIERCE ENFORC	\$63,979.74	10000000-74501	CAPITAL LEASE INTEREST	\$9,526.73
				10000000-74500	CAPITAL LEASE PRINCIPAL	\$54,453.01
					Vendor Total:	\$63,979.74
FLIGHT LIGHT INC	0079492-IN	WINDSOCK 36"X144" NYLON ORANGE STANDARD	\$183.63	77725200-56300	BUILDING MAINT. & REPAIR	\$183.63
					Vendor Total:	\$183.63
FRIEDMANS HOME IMPROVEMENT	INV13712672	MISC. ITEMS AS NEEDED	\$16.55	20822500-56300	BUILDING MAINT. & REPAIR	\$16.55
	INV13809676	MISC. ITEMS AS NEEDED	\$61.61	20822500-56300	BUILDING MAINT. & REPAIR	\$61.61
	INV13817857	MISC. ITEMS AS NEEDED	\$206.69	20822500-56300	BUILDING MAINT. & REPAIR	\$206.69
	INV13683461	MISC. ITEMS AS NEEDED	\$14.51	77725200-56300	BUILDING MAINT. & REPAIR	\$14.51
	INV13683521	MISC. ITEMS AS NEEDED	\$16.92	77725200-56300	BUILDING MAINT. & REPAIR	\$16.92
	INV13708612	MISC. ITEMS AS NEEDED	\$18.38	77725200-56300	BUILDING MAINT. & REPAIR	\$18.38
	INV13756160	MISC. ITEMS AS NEEDED	\$27.46	77725200-56300	BUILDING MAINT. & REPAIR	\$27.46
	INV13809195	MISC. ITEMS AS NEEDED	\$340.99	77725200-56300	BUILDING MAINT. & REPAIR	\$340.99
	INV13794544	MISC. ITEMS AS NEEDED	\$25.31	82027111-56300	BUILDING MAINT. & REPAIR	\$25.31
	INV13779632	MISC. ITEMS AS NEEDED	\$32.71	82027111-56300	BUILDING MAINT. & REPAIR	\$32.71
	INV13777786	MISC. ITEMS AS NEEDED	\$59.77	82027111-56300	BUILDING MAINT. & REPAIR	\$59.77

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FRIEDMANS HOME IMPROVEMENT	INV13789306	MISC. ITEMS AS NEEDED	\$79.35	82027111-56300	BUILDING MAINT. & REPAIR	\$79.35
	INV13780810	MISC. ITEMS AS NEEDED	\$84.42	82027111-56300	BUILDING MAINT. & REPAIR	\$84.42
	INV13773431	MISC. ITEMS AS NEEDED	\$113.53	82027111-56300	BUILDING MAINT. & REPAIR	\$113.53
	INV13687494	MISC. ITEMS AS NEEDED	\$62.63	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$62.63
	INV13733771	MISC. ITEMS AS NEEDED	\$2.51	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$2.51
	INV13677511	MISC. ITEMS AS NEEDED	\$14.79	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$14.79
	INV13688467	MISC. ITEMS AS NEEDED	\$29.15	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$29.15
	INV13720436	MISC. ITEMS AS NEEDED	\$64.60	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$64.60
	CN-235900	MISC. ITEMS AS NEEDED	(\$3.69)	20324100-56112	EQUIPMENT PARTS FOR RESALE	(\$3.69)
	INV13822510	MISC. ITEMS AS NEEDED	\$10.08	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$10.08
	INV13787711	MISC. ITEMS AS NEEDED	\$51.28	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$51.28
	INV13683294	MISC. ITEMS AS NEEDED	\$84.66	80126100-80230	INFRASTRUCTURE	\$84.66
	INV13710476	MISC. ITEMS AS NEEDED	\$142.11	80126100-80230	INFRASTRUCTURE	\$142.11
	INV13681390	MISC. ITEMS AS NEEDED	\$157.72	80126100-80230	INFRASTRUCTURE	\$157.72
	INV13720422	MISC. ITEMS AS NEEDED	\$31.77	82227113-80230	INFRASTRUCTURE	\$31.77
	INV13747511	MISC. ITEMS AS NEEDED	\$112.98	82227113-80230	INFRASTRUCTURE	\$112.98
	INV13718800	MISC. ITEMS AS NEEDED	\$169.46	82227113-80230	INFRASTRUCTURE	\$169.46
	INV13714522	MISC. ITEMS AS NEEDED	\$22.04	10022100-59400	OTHER EXPENSES	\$22.04
	INV13793009	MISC. ITEMS AS NEEDED	\$28.29	10022100-59400	OTHER EXPENSES	\$28.29
	INV13774622	MISC. ITEMS AS NEEDED	\$84.89	10022100-59400	OTHER EXPENSES	\$84.89
	INV13697031	MISC. ITEMS AS NEEDED	\$50.71	10020210-54201	PRISONER EXPENSE	\$50.71
	INV13772710	MISC. ITEMS AS NEEDED	\$141.76	90000000-23219	PUMPKINFEST	\$141.76
	INV13814332	MISC. ITEMS AS NEEDED	\$568.09	90000000-23219	PUMPKINFEST	\$568.09
	INV13755852	MISC. ITEMS AS NEEDED	\$9.18	10024620-54120	PW - SPECIAL SUPPLIES	\$9.18
	INV13753655	MISC. ITEMS AS NEEDED	\$29.57	10024620-54120	PW - SPECIAL SUPPLIES	\$29.57

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	INV13755896	MISC. ITEMS AS NEEDED	\$156.21	10024620-54120	PW - SPECIAL SUPPLIES	\$156.21
	INV13807654	MISC. ITEMS AS NEEDED	\$180.11	10024620-54120	PW - SPECIAL SUPPLIES	\$180.11
	INV13828601	MISC. ITEMS AS NEEDED	\$42.00	80026110-54102	SMALL TOOLS	\$42.00
	INV13807680	MISC. ITEMS AS NEEDED	\$650.95	84027221-54102	SMALL TOOLS	\$650.95
	INV13796480	MISC. ITEMS AS NEEDED	\$66.75	90000000-23256	SPECIAL EVENTS TRUST	\$66.75
	INV13780294	MISC. ITEMS AS NEEDED	\$22.85	10022100-54100	SUPPLIES	\$22.85
	INV13779485	MISC. ITEMS AS NEEDED	\$28.24	10022100-54100	SUPPLIES	\$28.24
	INV13774564	MISC. ITEMS AS NEEDED	\$39.17	10022100-54100	SUPPLIES	\$39.17
	INV13777380	MISC. ITEMS AS NEEDED	\$104.23	10022100-54100	SUPPLIES	\$104.23
	INV13820813	MISC. ITEMS AS NEEDED	\$38.92	20324100-54100	SUPPLIES	\$38.92
	INV13708438	MISC. ITEMS AS NEEDED	\$50.52	20824300-54100	SUPPLIES	\$50.52
	INV13823921	MISC. ITEMS AS NEEDED	\$18.13	80026110-54100	SUPPLIES	\$18.13
	INV13828139	MISC. ITEMS AS NEEDED	\$38.44	80026110-54100	SUPPLIES	\$38.44
	INV13746165	MISC. ITEMS AS NEEDED	\$41.59	80026110-54100	SUPPLIES	\$41.59
	INV13825367	MISC. ITEMS AS NEEDED	\$14.59	80026120-54100	SUPPLIES	\$14.59
	INV13717299	MISC. ITEMS AS NEEDED	\$32.78	80026120-54100	SUPPLIES	\$32.78
	INV13809063	MISC. ITEMS AS NEEDED	\$87.42	80026120-54100	SUPPLIES	\$87.42
	INV13676424	MISC. ITEMS AS NEEDED	\$115.41	80026120-54100	SUPPLIES	\$115.41
	INV13746067	MISC. ITEMS AS NEEDED	\$127.49	80026120-54100	SUPPLIES	\$127.49
	INV13756521	MISC. ITEMS AS NEEDED	\$19.57	80026200-54100	SUPPLIES	\$19.57
	INV13771906	MISC. ITEMS AS NEEDED	\$64.96	80026200-54100	SUPPLIES	\$64.96
	INV13808303	MISC. ITEMS AS NEEDED	\$4.09	80026210-54100	SUPPLIES	\$4.09
	INV13828216	MISC. ITEMS AS NEEDED	\$31.38	80026220-54100	SUPPLIES	\$31.38
	CN-230407	MISC. ITEMS AS NEEDED	(\$10.70)	82027111-54100	SUPPLIES	(\$10.70)
	INV13710348	MISC. ITEMS AS NEEDED	\$10.70	82027111-54100	SUPPLIES	\$10.70
	INV13815693	MISC. ITEMS AS NEEDED	\$56.72	82027111-54100	SUPPLIES	\$56.72
	INV13710671	MISC. ITEMS AS NEEDED	\$89.04	82027111-54100	SUPPLIES	\$89.04
	INV13778206	MISC. ITEMS AS NEEDED	\$121.48	82027111-54100	SUPPLIES	\$121.48
	INV13810653	MISC. ITEMS AS NEEDED	\$5.63	82027114-54100	SUPPLIES	\$5.63

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	INV13771950	MISC. ITEMS AS NEEDED	\$10.62	82027114-54100	SUPPLIES	\$10.62
	INV13736822	MISC. ITEMS AS NEEDED	\$13.78	82027114-54100	SUPPLIES	\$13.78
	INV13713554	MISC. ITEMS AS NEEDED	\$19.18	82027114-54100	SUPPLIES	\$19.18
	INV13789056	MISC. ITEMS AS NEEDED	\$23.23	82027114-54100	SUPPLIES	\$23.23
	INV13809460	MISC. ITEMS AS NEEDED	\$39.18	82027114-54100	SUPPLIES	\$39.18
	INV13676468	MISC. ITEMS AS NEEDED	\$67.86	82027114-54100	SUPPLIES	\$67.86
	INV13710717	MISC. ITEMS AS NEEDED	\$87.96	82027114-54100	SUPPLIES	\$87.96
	INV13814690	MISC. ITEMS AS NEEDED	\$100.45	82027114-54100	SUPPLIES	\$100.45
	INV13782505	MISC. ITEMS AS NEEDED	\$119.78	82027114-54100	SUPPLIES	\$119.78
	INV13777305	MISC. ITEMS AS NEEDED	\$144.09	82027114-54100	SUPPLIES	\$144.09
	INV13779129	MISC. ITEMS AS NEEDED	\$27.62	84027221-54100	SUPPLIES	\$27.62
	INV13825154	MISC. ITEMS AS NEEDED	\$51.30	84027221-54100	SUPPLIES	\$51.30
	INV13788174	MISC. ITEMS AS NEEDED	\$65.85	84027221-54100	SUPPLIES	\$65.85
	INV13778646	MISC. ITEMS AS NEEDED	\$194.83	84027221-54100	SUPPLIES	\$194.83
	INV13724114	MISC. ITEMS AS NEEDED	\$47.95	84027225-54100	SUPPLIES	\$47.95
Vendor Total:						\$6,225.13
GCR TIRES & SERVICES	851-52564	TIRES, TUBES, REPARIS & LABOR	\$159.50	10020210-56130	EXTERNAL SERVICES	\$159.50
	851-52539	TIRES, TUBES, REPARIS & LABOR	\$620.68	10020210-56130	EXTERNAL SERVICES	\$620.68
	851-52540	TIRES, TUBES, REPARIS & LABOR	\$620.68	10020210-56130	EXTERNAL SERVICES	\$620.68
	851-52491	TIRES, TUBES, REPARIS & LABOR	\$424.63	10521210-56130	EXTERNAL SERVICES	\$424.63
	851-52468	TIRES, TUBES, REPARIS & LABOR	\$760.44	80026110-56130	EXTERNAL SERVICES	\$760.44
	851-52557	TIRES, TUBES, REPARIS & LABOR	\$814.73	80026110-56130	EXTERNAL SERVICES	\$814.73
	851-52440	TIRES, TUBES, REPARIS & LABOR	\$34.70	82027111-56130	EXTERNAL SERVICES	\$34.70
	851-52444	TIRES, TUBES, REPARIS & LABOR	\$34.70	82027111-56130	EXTERNAL SERVICES	\$34.70
	851-52496	TIRES, TUBES, REPARIS & LABOR	\$782.81	20513380-56100	VEHICLE & EQUIPMENT MAINT. & R	\$782.81
Vendor Total:						\$4,252.87
INFOSEND INC	199728	UB PRINT & MAIL SERVICES	\$4,510.28	20513300-52100	CONTRACTUAL SERVICES	\$4,510.28
Vendor Total:						\$4,510.28
INTEGRITY SHRED LLC	123827	DOCUMENT SHREDDING	\$32.50	10020210-54100	SUPPLIES	\$16.25

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INTEGRITY SHRED LLC	123827	DOCUMENT SHREDDING	\$32.50	20620231-54100	SUPPLIES	\$16.25
	124323	DOCUMENT SHREDDING	\$65.00	10020210-54100	SUPPLIES	\$32.50
				20620231-54100	SUPPLIES	\$32.50
					Vendor Total:	\$97.50
INTERCOUNTY MECHANICAL & ELECTRICAL INC	7868-B	ALL LABOR AND MATERIALS TO REP	\$2,800.00	20822500-56300	BUILDING MAINT. & REPAIR	\$2,800.00
					Vendor Total:	\$2,800.00
ITRON INC	600837	FC300, DESK DOCK - FC300211345	\$1,241.00	20513380-54320	SOFTWARE	\$620.50
				20513382-54320	SOFTWARE	\$620.50
					Vendor Total:	\$1,241.00
JACK MILLER	21098	SCADA UPGRADE AT THE WATER TRE	\$1,401.23	82027111-80100	MACHINERY & EQUIPMENT	\$1,401.23
					Vendor Total:	\$1,401.23
JOHN AGUILAR	BA FY21/22	BOOT ALLOWANCE	\$150.00	82027114-54100	SUPPLIES	\$75.00
				84027221-54100	SUPPLIES	\$75.00
					Vendor Total:	\$150.00
JOHNSON CONTROLS FIRE PROTECTION LP	22544982	HALON SAFETY TEST/INSPECTION	\$541.20	20822500-56300	BUILDING MAINT. & REPAIR	\$541.20
					Vendor Total:	\$541.20
JOSE DIAZ	BA FY21/22	BOOT ALLOWANCE	\$145.62	82027114-54100	SUPPLIES	\$72.81
				84027221-54100	SUPPLIES	\$72.81
					Vendor Total:	\$145.62
JUSTIN BUCKINGHAM	TA 11/8-11/21	TRAVEL ADVANCE	\$1,063.05	10521210-57100	LEARNING AND DEVELOPMENT	\$1,063.05
					Vendor Total:	\$1,063.05
KIMBALL MIDWEST	9270454	COTTER PIN, PTO LOCK, KM-USA HH	\$379.39	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$379.39
					Vendor Total:	\$379.39
KONOCITI RIDGE CORPORATION	96021	EXTERMINATOR SERVICES	\$98.00	10521210-56300	BUILDING MAINT. & REPAIR	\$98.00
	92881	EXTERMINATOR SERVICES	\$108.00	10521210-56300	BUILDING MAINT. & REPAIR	\$108.00
					Vendor Total:	\$206.00
KP PUBLIC AFFAIRS LLC	42169	COMMUNITY OUTREACH PROF SVCS	\$10,000.00	20012300-52100	CONTRACTUAL SERVICES	\$10,000.00
					Vendor Total:	\$10,000.00
LANGUAGE LINE SERVICE INC	10342434	TRANSLATION AND INTERPRETING S	\$84.85	20012300-52100	CONTRACTUAL SERVICES	\$84.85
					Vendor Total:	\$84.85

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
LN CURTIS & SONS	INV527343	LED FIREFIGHTING LANTERN, DEMOLITION TOOL	\$1,007.54	71021100-54102	SMALL TOOLS	\$1,007.54
					Vendor Total:	\$1,007.54
LYMAN GROUP INC	1760616	PROPANE	\$73.79	20824300-56210	FUEL & FLUIDS	\$73.79
	1760901	PROPANE	\$45.83	84027225-56210	FUEL & FLUIDS	\$45.83
	1759412	STRAW WATTLE	\$26.88	82027114-54100	SUPPLIES	\$26.88
					Vendor Total:	\$146.50
MATHESON TRI-GAS INC	0024367621	OXYGEN & MISC. AS NEEDED	\$55.34	80026210-54100	SUPPLIES	\$55.34
					Vendor Total:	\$55.34
MEAD & HUNT INC	321805	DESIGN SVCS PAPI & REIL REPLAC	\$3,787.07	77825200-80230	INFRASTRUCTURE	\$3,787.07
					Vendor Total:	\$3,787.07
MUNI SERVICES LLC	INV06-012534	SALES TAX AUDIT REPORTING SERV	\$258.49	20013400-52100	CONTRACTUAL SERVICES	\$258.49
					Vendor Total:	\$258.49
NAPA VALLEY CRIMINAL JUSTICE TRAINING CENTER	DV100721	REGISTRATION - R INFANTE	\$305.00	10020210-57100	LEARNING AND DEVELOPMENT	\$305.00
					Vendor Total:	\$305.00
OFFICE DEPOT INC	201136485001	PLANNER, INK	\$71.26	10020210-54100	SUPPLIES	\$71.26
	201412381001	AA BATTERIES, PLANNER	\$115.09	10020210-54100	SUPPLIES	\$115.09
	193518335001	ERASEABLE CALENDAR, MONTHLY PLANNER, COVER STOCK	\$68.10	10024210-54100	SUPPLIES	\$68.10
	193522609001	AT A GLANCE CALENDARS	\$127.96	10024210-54100	SUPPLIES	\$127.96
	190988685001	EASEL, MARKERS, POST ITS	\$99.64	20012200-54100	SUPPLIES	\$99.64
					Vendor Total:	\$482.05
ONE TIME PAY VENDOR	61748-0	ENERGY REBATE - GEORGE DAVIS	\$100.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$100.00
	23620-8/	ENERGY REBATE - SALVADOR ORTIZ	\$100.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$100.00
	66136-4	ENERGY REBATE - DAN & LINDA DAVIS	\$549.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$549.00
	DV101421	PUMPKINFEST REFUND - VANESSA CONTRERAS	\$250.00	90000000-23219	PUMPKINFEST	\$250.00
	125798-9	UTILITY REFUND - RONALD J MEAUX	\$84.15	90100000-10421	UTILITY RECEIVABLES CLEARING	\$84.15

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ONE TIME PAY VENDOR	101306-9	UTILITY REFUND - KATIE CHAN	\$115.70	90100000-10421	UTILITY RECEIVABLES CLEARING	\$115.70
	10468-7	UTILITY REFUND - HILDE MUELLER C/O SHIRLEY MUELLER	\$800.41	90100000-10421	UTILITY RECEIVABLES CLEARING	\$800.41
	Vendor Total:					\$1,999.26
OPPERMAN & SON INC	01P47763	2.5 ALUM F ADAPTER	\$54.65	10024620-56130	EXTERNAL SERVICES	\$54.65
	01P47762	2.5 ALUM F ADAPTER, BRASS BALL VALVE	\$62.16	10024620-56130	EXTERNAL SERVICES	\$62.16
	01P48136	1" FNST X 1" MALE NPT	\$142.84	10024620-56130	EXTERNAL SERVICES	\$142.84
	01P48178	VALVE STEM EXTENSION	\$10.86	10521210-56130	EXTERNAL SERVICES	\$10.86
	01P47899	SIGHT GLASS TM31	\$135.67	10521210-56130	EXTERNAL SERVICES	\$135.67
	01P47618	BELT TENSIONER	\$184.62	10521210-56130	EXTERNAL SERVICES	\$184.62
	01P48581	BOX KIT SPRING	\$326.58	10521210-56130	EXTERNAL SERVICES	\$326.58
	01P48580	DRUM, BOX KIT SPRING	\$783.81	10521210-56130	EXTERNAL SERVICES	\$783.81
	01P48507	SR7 VALVE	\$296.12	80026110-56130	EXTERNAL SERVICES	\$296.12
	01P46878	LAMP	\$135.99	82027114-56130	EXTERNAL SERVICES	\$67.99
				84027221-56130	EXTERNAL SERVICES	\$68.00
	01P48574	HORN CONTACT	\$200.48	82027114-56130	EXTERNAL SERVICES	\$200.48
	01P45457	RETURN - CAST BRAKE SHOE	(\$764.31)	84027221-56130	EXTERNAL SERVICES	(\$764.31)
	01P47790	LUBE SPIN, FUEL WATER SEPARATOR, AIR FILTERS	\$97.79	84027221-56130	EXTERNAL SERVICES	\$97.79
	01P47769	FILTER, FUEL ELEMENT	\$15.21	84027225-56130	EXTERNAL SERVICES	\$15.21
	01P47771	FILTER, FUEL ELEMENT	\$15.21	84027225-56130	EXTERNAL SERVICES	\$15.21
	01P47770	OIL FILTER, FUEL FILTER	\$16.55	84027225-56130	EXTERNAL SERVICES	\$16.55
	01P47920	DEUTZ DIP STICK	\$55.43	84027225-56130	EXTERNAL SERVICES	\$55.43
	01P48305	AIR TANK FITTING	\$66.63	20324100-58510	REIMBURSABLE JOBS	\$66.63
	01P48210	NAVISTAR FILTER, FUEL CARTRIDGE, CAB FILTER	\$81.63	20324100-58510	REIMBURSABLE JOBS	\$81.63
	01P48303	VALE ASSEMBLY	\$989.24	20324100-58510	REIMBURSABLE JOBS	\$989.24
	Vendor Total:					\$2,907.16
PACE SUPPLY CORPORATION	027209194	BUSHING BRASS, DBL STRAP SADDLE	\$199.86	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$199.86
	027215818	PVC, MONSTER THREAD SEAL TAPE, CEMENT	\$81.93	82027111-54100	SUPPLIES	\$81.93
Vendor Total:						\$281.79

List of Checks Presented for Approval on 10/22/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PG&E CO	1522-8 SEP 21	PACIFIC GAS & ELECTRIC	\$111.40	10521210-55210	UTILITIES	\$111.40
	6124-2 SEP 21	PACIFIC GAS & ELECTRIC	\$1,321.15	10521210-55210	UTILITIES	\$1,321.15
	0853-6 SEP 21	PACIFIC GAS & ELECTRIC	\$3,307.72	31122000-55210	UTILITIES	\$3,307.72
	Vendor Total:					\$4,740.27
POLYDYNE INC	1584277	LIQUID POLYMER ALKYLAMINE FY21	\$5,303.68	84027225-58202	CHEMICALS	\$5,303.68
	1584278	LIQUID POLYMER ALKYLAMINE FY21	\$5,303.68	84027225-58202	CHEMICALS	\$5,303.68
	Vendor Total:					\$10,607.36
PUBLIC SERVICE DEPARTMENT	AUG 21	CITY UTILITIES	\$158,279.38	10022100-55210	UTILITIES	\$19,272.62
				10022300-55210	UTILITIES	\$5,234.19
				10022700-55210	UTILITIES	\$2,606.05
				10024214-55210	UTILITIES	\$958.11
				10024620-55210	UTILITIES	\$413.68
				20620231-55210	UTILITIES	\$86.53
				20822500-55210	UTILITIES	\$12,579.06
				20824300-55210	UTILITIES	\$984.07
				64020213-55210	UTILITIES	\$778.23
				72022400-55210	UTILITIES	\$25,588.30
				73022600-55210	UTILITIES	\$2,772.23
				77725200-55210	UTILITIES	\$3,039.62
				80026400-55210	UTILITIES	\$2,601.66
				80526150-55210	UTILITIES	\$12,225.53
				82027111-55210	UTILITIES	\$28,001.24
				83027330-55210	UTILITIES	\$10,839.19
				84027221-55210	UTILITIES	\$71.82
				84027225-55210	UTILITIES	\$30,227.25
Vendor Total:					\$158,279.38	
R EMMETT JONES	SEP 21	MANAGEMENT ADVISORY SERVICES	\$637.50	70024500-52100	CONTRACTUAL SERVICES	\$562.50
				77725200-52100	CONTRACTUAL SERVICES	\$75.00
				Vendor Total:		
RESPECTECH	43145	PHONE SYSTEM SERVICE	\$112.50	10521210-55100	TELEPHONE	\$112.50

List of Checks Presented for Approval on 10/22/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
RESPECTECH	43688	PHONE SYSTEM SERVICE	\$112.50	10521210-55100	TELEPHONE	\$112.50
					Vendor Total:	\$225.00
RICHARD MARTIN	543717	BALL BEARING, CAPACITOR, LABOR	\$148.23	82027111-56300	BUILDING MAINT. & REPAIR	\$148.23
					Vendor Total:	\$148.23
ROBERT RAMSEIER	TA 11/8-9/21	TRAVEL ADVANCE	\$500.00	10521210-57100	LEARNING AND DEVELOPMENT	\$500.00
					Vendor Total:	\$500.00
ROBERT TRIPATHI	100421	CONSULTING WORK RELATED TO LAN	\$2,250.00	10022100-52100	CONTRACTUAL SERVICES	\$2,250.00
					Vendor Total:	\$2,250.00
ROUND TABLE PIZZA	233201	OUTAGE MEAL - WORLD GYM 590 S SCHOOL ST	\$211.87	80026400-54100	SUPPLIES	\$211.87
					Vendor Total:	\$211.87
RYAN NELSON	TR 10/6/21	TRAVEL REIMBURSEMENT	\$97.00	10521210-57100	LEARNING AND DEVELOPMENT	\$97.00
	TR 10/11-15/21	TRAVEL REIMBURSEMENT	\$290.57	10521210-57100	LEARNING AND DEVELOPMENT	\$290.57
					Vendor Total:	\$387.57
SEAN WHITE	TR 9/19-21/21	TRAVEL REIMBURSEMENT	\$28.79	83027330-57100	LEARNING AND DEVELOPMENT	\$28.79
					Vendor Total:	\$28.79
SISKIYOU JOINT COMMUNITY COLLEGE DISTRICT	PA-100521	EMS TRAINING FOR - HYLAND, KLATT, MORRIS	\$1,902.00	10521210-57100	LEARNING AND DEVELOPMENT	\$1,902.00
					Vendor Total:	\$1,902.00
SNAP-ON INDUSTRIAL	ARV/49866005	TORQ 40-200 IN LB	\$250.45	82027111-54102	SMALL TOOLS	\$250.45
					Vendor Total:	\$250.45
SOLID WASTES SYSTEMS INC	SEP 21	RESIDENTIAL GARBAGE FEES	\$45,773.78	90200000-52170	UKIAH WASTE SOLUTIONS	\$45,773.78
					Vendor Total:	\$45,773.78
SONU UPADHYAY	DV101321	REIMBURSEMENT - MEMBERSHIPS	\$319.00	80026400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$68.00
				80026400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$251.00
					Vendor Total:	\$319.00
SYAR INDUSTRIES INC	850772	ASPHALT AS NEEDED	\$1,989.14	82027114-54100	SUPPLIES	\$994.57
				84027221-54100	SUPPLIES	\$994.57
					Vendor Total:	\$1,989.14

List of Checks Presented for Approval on 10/22/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
SYDNEY DEARBORN	R7959603	AUG 21 REIMBURSEMENT - MEDICAL INS	\$168.56	91500000-20561	ACCRUED SICK	\$168.56
	R7188613	JULY 21 REIMBURSEMENT - MEDICAL INS	\$168.56	91500000-20561	ACCRUED SICK	\$168.56
	R9546122	OCT 21 REIMBURSEMENT - MEDICAL INS	\$168.56	91500000-20561	ACCRUED SICK	\$168.56
	Vendor Total:					\$505.68
THE KPA GROUP	000003	DESIGN SVCS FOR BARRIER REMOVAL	\$18,820.00	20822500-80220	BUILDING IMPROVEMENTS	\$18,820.00
					Vendor Total: \$18,820.00	
THOMAS CORNING JR	TA 11/8-11/21	TRAVEL ADVANCE	\$722.82	10020210-57100	LEARNING AND DEVELOPMENT	\$722.82
					Vendor Total: \$722.82	
UKIAH MAIN STREET PROGRAM	3RD QTR 2021	3RD QTR 2021 DOWNTOWN IMPROVEMENT	\$1,024.34	31217100-52100	CONTRACTUAL SERVICES	\$1,024.34
					Vendor Total: \$1,024.34	
UKIAH TROPHIES & GIFTS	672509	PUPKINFEST PLAQUES, ENGRAVING SERVICES	\$282.86	90000000-23219	PUMPKINFEST	\$282.86
					Vendor Total: \$282.86	
UKIAH VALLEY SANITATION DIST	PAYMENT 4	SETTLEMENT PAYMENT #4	\$1,060,000.00	84400000-53000	LAWSUIT SETTLEMENT	\$1,060,000.00
					Vendor Total: \$1,060,000.00	
ULINE	139843569	POLY TUBING DISPENSER	\$25.42	10020210-54100	SUPPLIES	\$25.42
					Vendor Total: \$25.42	
USA BLUEBOOK	755828	RECLAIMED WATER DECALS 20/PK	\$26.92	84027221-54100	SUPPLIES	\$26.92
	731956	WATER VALVE DECALS, 3-RAIL MARKING POST	\$681.61	84027221-54100	SUPPLIES	\$681.61
	Vendor Total: \$708.53					
VIRTUAL POLYMER COMPOUNDS, LLC	21-60906	STAFF GAUGE 12 FT LONG X 12 IN	\$1,893.75	90000000-20210	BASIC TAX 7.5%	(\$168.07)
				84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$168.07
				84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,893.75
				Vendor Total: \$1,893.75		
WASTE MANAGEMENT	2832260-2561-9	GARBAGE SERVICE - 141 LOVERS LN	\$71.31	10521210-55210	UTILITIES	\$71.31
	2832077-2561-7	GARBAGE SERVICE - 1500 S STATE ST	\$71.31	10521210-55210	UTILITIES	\$71.31
	Vendor Total: \$142.62					

List of Checks Presented for Approval on 10/22/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
WERLE ENTERPRISE LLC	0411760	PUMPKINFEST BOOKMARKS	\$892.72	90000000-23219	PUMPKINFEST	\$892.72
					Vendor Total:	\$892.72
WESTERN HILLS HOMEOWNERS ASSOC	1363	QUARTERLY MEMBER DUES	\$225.00	20822500-52100	CONTRACTUAL SERVICES	\$225.00
					Vendor Total:	\$225.00
					INVOICE TOTAL:	\$1,875,171.41

List of Checks Presented for Approval on 10/29/2021

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

Sgt. S. S. S.

D. R. J.

CR

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AFLAC GROUP INSURANCE	A169558800	OCT 21 AFLAC CRITICAL CARE INS	\$509.96	20700000-20538	AFLAC CRITICAL ILLNESS POLICY	\$509.96
					Vendor Total:	\$509.96
ALLIANT INSURANCE SERVICES INC	10589	ANNUAL SLIP POLICY FOR UVSD	\$3,375.80	84027221-52100	CONTRACTUAL SERVICES	\$1,687.90
				84027225-52100	CONTRACTUAL SERVICES	\$1,687.90
					Vendor Total:	\$3,375.80
AMANDA FAIRALL	DV101921	PUMPKINFEST - FOOD VOUCHERS	\$89.00	90000000-23219	PUMPKINFEST	\$89.00
					Vendor Total:	\$89.00
AUGMENTED MEDIA, LLC	033310003	OCT 21 DISPLAY AD	\$350.00	90000000-23219	PUMPKINFEST	\$350.00
					Vendor Total:	\$350.00
BOUND TREE MEDICAL LLC	84251037	EMS SUPPLIES	\$652.65	10521210-54107	EMS SUPPLIES	\$326.33
				71021100-54107	EMS SUPPLIES	\$326.32
	84241143	EMS SUPPLIES	\$765.09	10521210-54107	EMS SUPPLIES	\$382.55
				71021100-54107	EMS SUPPLIES	\$382.54
	84234924	EMS SUPPLIES	\$52.29	71021100-54107	EMS SUPPLIES	\$52.29
					Vendor Total:	\$1,470.03
BUSINESS CARD	SF-D 23703	FACEBOOK ADS	\$145.34	20012300-52510	ADVERTISING & PROMOTION	\$145.34
	150807	REAR SEAT COVERS FOR FORD	\$294.00	90000000-20210	BASIC TAX 7.5%	(\$26.10)
				10020210-56130	EXTERNAL SERVICES	\$26.10
				10020210-56130	EXTERNAL SERVICES	\$294.00
	OCU-53708	OFFICE CHAIR - PD	\$449.00	90000000-20210	BASIC TAX 7.5%	(\$39.85)
				10020210-54100	SUPPLIES	\$39.85
				10020210-54100	SUPPLIES	\$449.00
	47415	ELKAY #LK44098FEVG - DUAL LEVE	\$4,754.82	90000000-20210	BASIC TAX 7.5%	(\$409.76)
				10022100-54100	SUPPLIES	(\$271.88)
				10022100-54100	SUPPLIES	\$409.76

List of Checks Presented for Approval on 10/29/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BUSINESS CARD	47415	ELKAY #LK4409BFEVG - DUAL LEVE	\$4,754.82	10022100-54100	SUPPLIES	\$5,026.70
	EPS0152802	73% SUPER STRENGTH PRO POOL SH	\$244.96	84027225-58202	CHEMICALS	\$244.96
	WPS0152419	73% SUPER STRENGTH PRO POOL SH	\$244.96	84027225-58202	CHEMICALS	\$244.96
	WPS0152864	73% SUPER STRENGTH PRO POOL SH	\$244.96	84027225-58202	CHEMICALS	\$244.96
	SF-D 22936	SUPER STRENGTH PRO POOL SHOCK 50LB	\$244.96	84027225-58202	CHEMICALS	\$244.96
	EPS0152368	73% SUPER STRENGTH PRO POOL SH	\$489.90	84027225-58202	CHEMICALS	\$489.90
	26TE83FH	DOT PROGRAM SUPPLIES	\$62.50	20016100-54166	DOT TESTING PROGRAM	\$62.50
	337	DOT TESTING SUPPLIES	\$496.85	20016100-54166	DOT TESTING PROGRAM	\$496.85
	92721	REGISTRATION - B CHAPMAN	\$122.00	10020210-57100	LEARNING AND DEVELOPMENT	\$122.00
	1968585579	REGISTRATION - WEBINAR -PD	\$134.24	10020210-57100	LEARNING AND DEVELOPMENT	\$134.24
	14263482	REGISTRATION - E RODELLO	\$159.00	10020210-57100	LEARNING AND DEVELOPMENT	\$159.00
	14263471	REGISTRATION - P INFANTE	\$159.00	10020210-57100	LEARNING AND DEVELOPMENT	\$159.00
	14263439	REGISTRATION - R DONOHUE	\$159.00	10020210-57100	LEARNING AND DEVELOPMENT	\$159.00
	14263458	REGISTRATION - S PEREZ	\$159.00	10020210-57100	LEARNING AND DEVELOPMENT	\$159.00
	80742863 1	HOTEL - J DUENAS	\$604.47	20010000-57100	LEARNING AND DEVELOPMENT	\$604.47
	80742863	HOTEL - J OROZCO	\$604.47	20010000-57100	LEARNING AND DEVELOPMENT	\$604.47
	APXS21-30250	AP/P2P FALL CONFERENCE & EXPO REGISTRATION - C RASMASON	\$2,155.00	20013210-57100	LEARNING AND DEVELOPMENT	\$2,155.00
	IYJEQO	FLIGHT - D BUFFALO	\$357.40	20013400-57100	LEARNING AND DEVELOPMENT	\$357.40
	1059	WEBINAR REGISTRATION - T MITCHELL	\$600.00	20016100-57100	LEARNING AND DEVELOPMENT	\$600.00
	091721	SUBSCRIPTION - ACCESS TOOLKIT	\$199.00	10023320-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$199.00
	091221	WALL STREET JOURNAL MEMBERSHIP	\$19.49	20013400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$19.49

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BUSINESS CARD	FY21/22	MEMBERSHIP RENEWAL - D BUFFALO	\$190.00	20013400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$190.00
	47283	ADJUSTABLE HGT ALUMINUM GANTRY	\$3,393.20	80026220-54102	SMALL TOOLS	\$3,393.20
	460763	CASTER 12 SWIVL PNEUMATIC	\$54.43	82027111-54102	SMALL TOOLS	\$54.43
	INV24645440388	IT GLUE/KASEYA SOFTWARE	\$245.70	20913900-54320	SOFTWARE	\$245.70
	INV2464544774881	IT GLUE/KASEYA SOFTWARE	\$245.70	20913900-54320	SOFTWARE	\$245.70
	INV00387538	CONNECTWISE IT HELPDESK SOFTWARE	\$309.75	20913900-54320	SOFTWARE	\$309.75
	ONV00408600	CONNECTWISE IT HELPDESK SOFTWARE	\$309.75	20913900-54320	SOFTWARE	\$309.75
	100421	REPLENISH FASTRAK - PD	\$25.00	10020210-54100	SUPPLIES	\$25.00
	100521	REPLENISH FASTRAK - PD	\$25.00	10020210-54100	SUPPLIES	\$25.00
	139513881	TABLETOP IMPULSE SEALER WITH CUTTER	\$205.21	10020210-54100	SUPPLIES	\$205.21
	383638	EVIDENCE TAPE	\$443.35	10020210-54100	SUPPLIES	\$443.35
	537799	CRAYONS, KEYHOLDER, POLICE HOUSE KIT	\$758.57	10020210-54100	SUPPLIES	\$258.57
				10020210-54100	SUPPLIES	\$500.00
	18827751	MENS POLOS	\$115.02	10023320-54100	SUPPLIES	\$115.02
	03341J	CLOVER HALF & HALF	\$1.99	20012200-54100	SUPPLIES	\$1.99
	00521J	NEW EMPLOYEE LUNCH - J ROBBINS	\$18.35	20023510-54100	SUPPLIES	\$18.35
	SF-D 25880	AVPOS RENEWAL - JULY-SEPT	\$150.00	77725200-54100	SUPPLIES	\$150.00
					Vendor Total:	\$19,595.34
BWS DISTRIBUTORS INC	270521	CALIBRATION SERVICES	\$313.54	80026120-54100	SUPPLIES	\$313.54
					Vendor Total:	\$313.54
CAPITOL BARRICADE INC	138998	CUSTOM SIGNS	\$195.98	10022100-54100	SUPPLIES	\$195.98
	139005	RAIL TRAIL SIGNS	\$261.30	10022100-54100	SUPPLIES	\$261.30
	138052	CUSTOM SIGNS	\$984.23	10022100-54100	SUPPLIES	\$984.23
					Vendor Total:	\$1,441.51
CAPTURE TECHNOLOGIES INC	73576	INSTANT ID SOFTWARE LICENSE	\$195.00	20016100-54320	SOFTWARE	\$195.00
					Vendor Total:	\$195.00
CEDRIC CROOK	DV102621	REIMBURSEMENT - RECRUITMENT VISIT - A JAGGARS	\$500.00	10020210-54203	RECRUITMENT	\$500.00

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CEDRIC CROOK	DV102621 1	REIMBURSEMENT - RECRUITMENT HOTEL - A JAGGARS	\$234.21	10020210-54100	SUPPLIES	\$234.21
					Vendor Total:	\$734.21
CODE PUBLISHING COMPANY	70700	CODIFICATION SERVICES AS PER A	\$231.75	20012500-52100	CONTRACTUAL SERVICES	\$231.75
					Vendor Total:	\$231.75
COFFEE CRITIC INC, THE	R27049	MISC. COFFEE SUPPLIES AS NEEDED	\$90.00	20012200-54100	SUPPLIES	\$90.00
	R27012	MISC. COFFEE SUPPLIES AS NEEDED	\$45.00	73022600-54100	SUPPLIES	\$45.00
					Vendor Total:	\$135.00
CONTRA COSTA COUNTY SHERIFF'S OFFICE	DV101821	REGISTRATION - E RODELLO	\$218.00	10020210-57100	LEARNING AND DEVELOPMENT	\$218.00
					Vendor Total:	\$218.00
CUMMINS INC	Y7-2098	EMERGENCY REPAIR FOR RVFD ENGI	\$6,552.50	20324100-58510	REIMBURSABLE JOBS	\$6,552.50
					Vendor Total:	\$6,552.50
D WALTER K BARR	2536	DOT PHYSICALS	\$100.00	20016100-54161	BACKGROUND & PHYSICALS	\$100.00
	2607	DOT PHYSICALS	\$150.00	20016100-54161	BACKGROUND & PHYSICALS	\$150.00
	2628	DOT PHYSICALS	\$100.00	80026400-54161	BACKGROUND & PHYSICALS	\$100.00
	2163	DOT PHYSICALS	\$300.00	80026400-54161	BACKGROUND & PHYSICALS	\$300.00
					Vendor Total:	\$650.00
DC CUSTOMS INC	193504	SEAT COVERS	\$337.55	82027114-54100	SUPPLIES	\$168.77
				84027221-54100	SUPPLIES	\$168.78
					Vendor Total:	\$337.55
DEREK AU	DV101921	SEWER LATERAL REIMBURSEMENT	\$2,000.00	84427222-52100	CONTRACTUAL SERVICES	\$2,000.00
					Vendor Total:	\$2,000.00
E SOURCE COMPANIES LLC	20780	PM FOR UTILITY BILLING CIS REP	\$11,974.25	20513300-52100	CONTRACTUAL SERVICES	\$11,974.25
	20648	PM FOR UTILITY BILLING CIS REP	\$13,765.12	20513300-52100	CONTRACTUAL SERVICES	\$13,765.12
					Vendor Total:	\$25,739.37
EPIC AVIATION LLC	7486589	JET A FUEL	\$14,436.36	77725200-58401	AVIATION FUEL	\$14,436.36
					Vendor Total:	\$14,436.36
ERIC RODELLO	TA 10/31-11/3/21	TRAVEL ADVANCE	\$779.46	10020210-57100	LEARNING AND DEVELOPMENT	\$779.46
					Vendor Total:	\$779.46
FILETRAIL INC	2021-0782	HOSTED FILE MANAGMENT SYSTEM	\$628.00	20012500-54320	SOFTWARE	\$628.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FILETRAIL INC	2021-0912	HOSTED FILE MANAGMENT SYSTEM	\$628.00	20012500-54320	SOFTWARE	\$628.00
	2021-0977	HOSTED FILE MANAGMENT SYSTEM	\$628.00	20012500-54320	SOFTWARE	\$628.00
					Vendor Total:	\$1,884.00
GHD INC	380-0001707	DOWNTOWN STREETSCAPE - UNDERGR	\$8,117.50	12024200-80230	INFRASTRUCTURE	\$4,970.33
				50924200-80230	INFRASTRUCTURE	\$272.17
				82227113-80230	INFRASTRUCTURE	\$1,437.50
				84427221-80230	INFRASTRUCTURE	\$1,437.50
					Vendor Total:	\$8,117.50
GHILOTTI CONSTRUCTION COMPANY INC	5909*12	DOWNTOWN STREETSCAPE & ROAD DI	\$171,800.43	12024200-80230	INFRASTRUCTURE	\$171,800.43
					Vendor Total:	\$171,800.43
GRIDIRON REAL ESTATE INVESTMENT CORP	WEBINAR 006-8	REGISTRATION - C RIGBY	\$300.00	10020210-57100	LEARNING AND DEVELOPMENT	\$300.00
					Vendor Total:	\$300.00
HAZEL ANN SALOMON	DV101921	PUMPKINFEST- FOOD VOUCHERS	\$87.00	90000000-23219	PUMPKINFEST	\$87.00
					Vendor Total:	\$87.00
ICMA	FY 21/22	ANNUAL MEMBERSHIP DUES	\$1,400.00	20012100-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$1,400.00
					Vendor Total:	\$1,400.00
INTERCOUNTY MECHANICAL & ELECTRICAL INC	8047-B	CLEAN DUCTLESS UNITS AT UPD DI	\$1,600.00	20822500-56300	BUILDING MAINT. & REPAIR	\$1,600.00
					Vendor Total:	\$1,600.00
INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS	32183 FY21/22	MEMBERSHIP - K LAWLER	\$200.00	20012500-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$200.00
					Vendor Total:	\$200.00
JOE FOWLER	BA FY21/22	BOOT ALLOWANCE	\$150.00	10022100-54100	SUPPLIES	\$150.00
					Vendor Total:	\$150.00
JORDAN MILLER	TA 11/7-12/21	TRAVEL ADVANCE	\$270.00	10020210-57100	LEARNING AND DEVELOPMENT	\$270.00
					Vendor Total:	\$270.00
JOSHUA WILLIAMS	84231	WILD GARDEN PLANTS	\$159.50	10022700-54100	SUPPLIES	\$159.50
					Vendor Total:	\$159.50
LEGAL SHIELD	38295 OCT 21	OCT 21 PRE-PAID LEGAL SERVICE	\$77.70	20700000-20526	PREPAID LEGAL - AFLAC	\$77.70
					Vendor Total:	\$77.70

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
LIFE ASSIST INC	1139800	MISC. EMS SUPPLIES AS NEEDED	\$63.64	10521210-54107	EMS SUPPLIES	\$63.64
	1139684	MISC. EMS SUPPLIES AS NEEDED	\$87.47	10521210-54107	EMS SUPPLIES	\$43.73
				71021100-54107	EMS SUPPLIES	\$43.74
	1139714	MISC. EMS SUPPLIES AS NEEDED	\$483.44	10521210-54107	EMS SUPPLIES	\$241.72
				71021100-54107	EMS SUPPLIES	\$241.72
	Vendor Total:					\$634.55
LN CURTIS & SONS	INV533212	FIRE HOSE	\$854.85	10521210-54102	SMALL TOOLS	\$854.85
	INV526924	NEW GENERATION FOREST FIRE PRO	\$3,899.68	25321210-54106	SPECIALTY SUPPLIES	\$1,949.84
				91621400-54106	SPECIALTY SUPPLIES	\$1,949.84
	Vendor Total:					\$4,754.53
MARIANNE DAVISON	DV101921	REIMBURSEMENT - PUMPKINFEST	\$89.90	90000000-23219	PUMPKINFEST	\$89.90
					Vendor Total:	
MARK CLEMENTI PHD	10-15-21PD	PRE-EMPLOYMENT PSYCHOLOGICAL EVAL	\$2,322.00	10020210-54161	BACKGROUND & PHYSICALS	\$2,322.00
	10-15-21FD	PRE-EMPLOYMENT PSYCHOLOGICAL EVAL	\$2,322.00	10521210-54161	BACKGROUND & PHYSICALS	\$2,322.00
	Vendor Total:					\$4,644.00
MEL GRANDI	DV101921	REIMBURSEMENT - LUNCHEON MEETING	\$100.37	80026400-54100	SUPPLIES	\$100.37
					Vendor Total:	
MENDOCINO COUNTY ANIMAL CARE SERVICES	CITYOFUKIAH 1ST QTR	ANIMAL SHELTER SERVICES AND FI	\$12,456.77	10020217-52100	CONTRACTUAL SERVICES	\$12,456.77
					Vendor Total:	
MINTIER HARNISH LP	UKIAHSB2-14	GPU, EIR & ADVANCED PLANNING S	\$940.00	31523100-52100	CONTRACTUAL SERVICES	\$940.00
					Vendor Total:	
MITCHS CERTIFIED CLASSES	20 1480	BF PREVENTION ASSEMBLY TESTER	\$1,200.00	82027111-57100	LEARNING AND DEVELOPMENT	\$1,200.00
					Vendor Total:	
NICHOLS CONSULTING ENGINEERS, CHTD	1145015508	TRENCH CUT FEE STUDY	\$775.00	12024200-52100	CONTRACTUAL SERVICES	\$775.00
	1145015509	TRENCH CUT FEE STUDY	\$7,967.50	12024200-52100	CONTRACTUAL SERVICES	\$7,967.50
				1145015507	TRENCH CUT FEE STUDY	\$14,877.77
	Vendor Total:					\$23,620.27
ONE TIME PAY VENDOR	125020-8	UTILITY REFUND - JOHN MCKINNEY	\$72.66	90100000-10421	UTILITY RECEIVABLES CLEARING	\$72.66

List of Checks Presented for Approval on 10/29/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ONE TIME PAY VENDOR	126028-0	UTILITY REFUND - YAZMIN LUGO	\$101.37	90100000-10421	UTILITY RECEIVABLES CLEARING	\$101.37
					Vendor Total:	\$174.03
OPERATING ENGINEERS UNION	2106-1	JUNE 2021 PW UNION DUES	\$1,056.00	20700000-20509	P/R DEDUCT.- UNION DUES	\$1,056.00
					Vendor Total:	\$1,056.00
PAYMENTUS GROUP INC	INV-15-115710	CREDIT CARD PROCESSING SERVICE	\$4,280.63	20513300-52100	CONTRACTUAL SERVICES	\$4,280.63
					Vendor Total:	\$4,280.63
PG&E CO	6833-2 SEP 21	PACIFIC GAS & ELECTRIC	\$538.81	10521210-55210	UTILITIES	\$538.81
	8716-1 OCT 21	PACIFIC GAS & ELECTRIC	\$4,811.84	82027111-55210	UTILITIES	\$4,811.84
					Vendor Total:	\$5,350.65
RAY C STARKEY	P-2100839	HATS - CITY WATER DEPT	\$235.17	82027114-54100	SUPPLIES	\$235.17
	P-2100882	HATS - CITY WATER DEPT	\$235.17	82027114-54100	SUPPLIES	\$235.17
					Vendor Total:	\$470.34
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	21-11 EAP	REMIF EAP INSURANCE	\$539.60	20700000-20520	P/R DEDUCT.- MEDICAL INS	\$539.60
					Vendor Total:	\$539.60
REOA LTD	38	OFFICIATING OF ADULT SOFTBALL	\$2,226.00	10022822-52100	CONTRACTUAL SERVICES	\$2,226.00
					Vendor Total:	\$2,226.00
RINO PACIFIC	CL35556	FUEL CARD CHARGES AS NEEDED	\$2,075.92	10521210-56210	FUEL & FLUIDS	\$2,075.92
					Vendor Total:	\$2,075.92
RONALD DONOHUE	TA 11/7-12/21	TRAVEL ADVANCE	\$1,835.33	10020210-57100	LEARNING AND DEVELOPMENT	\$1,835.33
					Vendor Total:	\$1,835.33
SCOTT BRANSON	TA 11/1-4/21	TRAVEL ADVANCE	\$648.57	80026200-57100	LEARNING AND DEVELOPMENT	\$648.57
					Vendor Total:	\$648.57
SCOTT HARRISON	DV101821	GIANT PUMPKIN WEIGH OFF WINNER	\$609.00	90000000-23219	PUMPKINFEST	\$609.00
					Vendor Total:	\$609.00
SHN CONSULTING ENGINEERS & GEOLOGISTS INC	110452	COMPACTION TESTING FOR SPEC 19	\$14,289.68	82227113-80230	INFRASTRUCTURE	\$4,127.88
				84427221-80230	INFRASTRUCTURE	\$10,161.80
					Vendor Total:	\$14,289.68

List of Checks Presented for Approval on 10/29/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
TGIF REPAIRS INC	6514	PRINTER MAINTENANCE	\$175.00	73022600-52100	CONTRACTUAL SERVICES	\$175.00
	6518	PRINTER MAINTENANCE	\$245.00	20620231-56120	EQUIPMENT MAINTENANCE & REPAIR	\$245.00
	Vendor Total:					\$420.00
TUFTS POLYGRAPH & INVESTIGATION	2021-668(A) (B)(C)	POLYGRAPH & INVESTIGATION SERVICES	\$800.00	10020210-54161	BACKGROUND & PHYSICALS	\$800.00
	2021-669(A)	POLYGRAPH & INVESTIGATION SERVICES	\$800.00	10020210-54161	BACKGROUND & PHYSICALS	\$800.00
	2021-660(A)	POLYGRAPH & INVESTIGATION SERVICES	\$800.00	10521210-54161	BACKGROUND & PHYSICALS	\$800.00
	2021-661(A)	POLYGRAPH & INVESTIGATION SERVICES	\$800.00	10521210-54161	BACKGROUND & PHYSICALS	\$800.00
Vendor Total:						\$3,200.00
UKIAH VALLEY SANITATION DIST	58070 OCT 21	SEWER - 432 OBSERVATORY AVE	\$53.47	10022100-55210	UTILITIES	\$53.47
	104613 SEP 21	SEWER - LOW GAP RD	\$53.47	10022100-55210	UTILITIES	\$53.47
	89690 OCT 21	SEWER - 1640 S STATE	\$87.21	31122000-55210	UTILITIES	\$87.21
	113354 OCT 21	SEWER - 1350 HASTINGS RD	\$53.47	80026400-55210	UTILITIES	\$53.47
Vendor Total:						\$247.62
ULINE	139672439	POLY TUBING DISPENSER	\$31.82	10020210-54100	SUPPLIES	\$31.82
Vendor Total:						\$31.82
WELTY, WEAVER & CURRIE	6100	LEGAL SERVICES - WATER RESOURC	\$15,137.50	82027110-52150	LEGAL SERVICES/ EXPENSES	\$15,137.50
Vendor Total:						\$15,137.50
WEST YOST ASSOCIATES INC	2046643	RRWA EXECUTIVE DIRECTOR SERVIC	\$40,796.79	91190100-52100	CONTRACTUAL SERVICES	\$40,796.79
	2046642	RRWA EXECUTIVE DIRECTOR SERVIC	\$85,136.08	91190100-52100	CONTRACTUAL SERVICES	\$85,136.08
Vendor Total:						\$125,932.87
WRIGHT L'ESTRANGE & ERGASTOLO	31571	LEGAL SERVICES - CVEMSA EOA DI	\$660.00	71021100-52150	LEGAL SERVICES/ EXPENSES	\$660.00
Vendor Total:						\$660.00
INVOICE TOTAL:						\$492,826.46



AGENDA SUMMARY REPORT

SUBJECT: Report of Disbursements for the Month of November 2021.

DEPARTMENT: Finance

PREPARED BY: Candice Rasmason, Accounts Payable

PRESENTER: Consent Calendar

ATTACHMENTS:

1. November 2021 Summary of Disbursements
2. Account Codes for Reference
3. Object Codes for Reference
4. November 2021 Disbursement Detail

Summary: The Council will review and consider approval of the Report of Disbursements for the month of November 2021.

Background: Payments made during the month of November 2021 are summarized on the Report of Disbursements. Further detail is supplied on the Schedule of Bills, representing the four (4) individual payment cycles within the month.

Accounts Payable Check Numbers (City & UVFA): 3045131-3045226; 3045227-3045314; 3045315-305439; 3045440-3045487

Accounts Payable Wire Transfers: 57, 58

Payroll Check Numbers: 509648-509701; 509702-509760

Payroll Manual Check Numbers: 509647, 509761

Direct Deposit Numbers: 107347-107582; 107583-107827

Manual Direct Deposit Numbers: N/A

Void Check Numbers: 3045177, 3044519, 509605

Void Direct Deposit Numbers: N/A

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

Attachment #1: November 2021 Summary of Disbursements

Attachment #2: Account Codes for Reference

Attachment #3: Object Codes for Reference

Attachment #4: November 2021 Disbursement Detail

Recommended Action: Approve the Report of Disbursements for the Month of November 2021.

BUDGET AMENDMENT REQUIRED: N/A

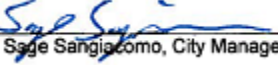
CURRENT BUDGET AMOUNT: N/A

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

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

Attachment 1

FUNDS:

100 General Fund	\$156,357.12	700 Sanitary Disposal Site Fund	\$7,603.56
101 GF-(Sub-Fund) Visit Ukiah		701 Landfill Corrective Fund	
105 GF-(Sub-Fund) Fire Authority	\$37,086.00	702 Disposal Closure Reserve Fund	
110 Special General Fund		704 Post Closure Fund - Solid Waste	
120 Streets Capital Improvement	\$21,411.71	710 Ambulance Services Fund	\$8,437.62
130 Pension - Stabiliation Fund	\$85,975.57	720 Golf Fund	\$36,429.59
200 City Administrative Services	\$302,656.00	730 Conference Center Fund	\$6,295.22
201 Worker's Comp Fund	\$302,656.00	750 Visit Ukiah	
202 Liability Fund		777 Airport Fund	\$21,557.93
203 Garage Fund	\$13,592.03	778 Airport Capital Improvement Fund	\$2,747.65
204 Purchasing Fund	\$2,911.12	779 Special Aviation Fund	
205 Billing & Collections Fund	\$15,045.60	800 Electric Fund	\$934,357.78
206 Public Safety Dispatch Fund	\$4,430.53	801 Electric Capital Reserve Fund	\$612,899.38
207 Payroll Posting Fund	\$293,982.14	803 Lake Mendocino Bond Reserve	
208 Building Maintenance/Corp Yard Fund	\$36,258.06	805 Street Lighting Fund	\$12,225.53
209 IT Fund	\$17,236.93	806 Public Benefits Fund	\$4,502.50
220 Equipment Reserve Fund		807 Cap and Trade	
249 City Housing Bond Proceeds		820 Water Fund	\$71,040.68
250 Special Revenue Fund	\$0.00	822 Water Capital Improvement Fund	\$16,510.95
251 Special Projects Reserve Fund		830 Recycled Water Fund	\$283,519.30
253 CITY PROP 172		840 City/District Sewer Fund	\$180,671.08
300 Park Development Fund		841 Sewer Construction Fund	
301 Anton Stadium Fund	\$0.00	843 Sewer Capital Fund	
302 Observatory Park Fund		900 Special Deposit Trust	\$11,171.06
304 Swimming Pool Fund	\$0.00	901 General Service (Accts Recv)	\$270,978.14
305 Riverside Park Fund	\$0.00	902 U.S.W. Billing & Collection	\$47,600.44
306 Skate Park Fund	\$0.00	903 Public Safety - AB 109	\$0.00
310 Museum Grants		905 Federal Emergency Shelter Grant	
311 Alex Rorbaugh Recreation Center Fund	\$2,959.68	905 Mendocino Emergency Service Authority	
312 Downtown Business Improvement Fund		911 Russian River Watershed Association	\$30,105.62
313 LMIHF Housing Asset Fund		915 UVFD	\$752.18
314 Winter Special Events	\$103,852.50	916 UVFD PROP 172	
315 Advanced Planning Fund	\$0.00	917 UVFD Measure B	
500 2106 Gas Tax Fund		918 UVFD Mitigation	\$1,361.79
501 2107 Gas Tax Fund		940 Sanitation District Special Fund	
503 2105 Gas Tax Fund		942 Rate Stabilization - UVSD Fund	
505 Signalization Fund		943 Sanitation District Capital Improvement Fund	
506 Bridge Fund		952 REDIP Sewer Enterprise Fund	
507 1998 STIP Augmentation Fund		960 Community Redevelopment Agency	
508 SB325 Reimbursement Fund		961 RDA Housing Pass-Through	
509 S.T.P. Fund	\$37,569.90	962 Redevelopment Housing Fund	
510 Trans-Traffic Congest Relief Fund		963 Housing Debt	
511 Rail Trail Fund		964 RDA Capital Pass-Through	
600 Community Development Block Grant	\$437.50	965 Redevelopment Capital Improvement Fund	
601 EDBG 94-333 Revolving Loan		966 Redevelopment Debt Service	
602 Community Development Fund		967 Housing Bond Proceeds	
603 08-HOME-4688		968 Non-Housing Bond Proceeds	
604 CDBG Grant 09-STBG-6417		969 RDA Obligation Retirement Fund	\$723,832.07
605 11-HOME-7654 Fund	\$0.00	844/944 Sewer Capital Projects Fund	\$15,276.65
606 CDBG Grant 10-EDEF-7261			
607 Prop 84 Grant Fund			
609 13-CDBG-8940			
610 City RDA Projects Fund			
613 Home Program Activities			
620 CASP Train			
630 Asset Seizure Fund	\$2,500.00		
631 Asset Seizure Fund (Drug/Alcohol)		611 Retainage Withheld	\$32,338.23
633 H & S Education 11489(B)(2)(A1)		CDBG 16-CDBG-11147	\$2,687.50
634 Federal Asset Seizure Grants			
635 SUP Law Enforcement Service Fund			
636 CBTHP Officer			
637 Local Law Enforcement Block Grant			
638 Asset Forfeiture 11470.2 H & S			
639 Special Revenue - Police			
640 Parking District Fund	\$797.48		
670 Federal American Rescue Fund			
691 Museum Fund			
695 Transfer Station Fund			

PAYROLL CHECK NUMBERS: 509648-509701
DIRECT DEPOSIT NUMBERS: 107828-108071
PAYROLL PERIOD: 10/17/21-10/30/21
PAYROLL CHECK NUMBERS: 509702-509760
DIRECT DEPOSIT NUMBERS: 108072-108315
PAYROLL PERIOD: 10/31/21-11/13/21

PAYROLL CHECK NUMBERS:
DIRECT DEPOSIT NUMBERS:
PAYROLL PERIOD:

VOID CHECK NUMBERS:
3045177, 3044519

MANUAL CHECK NUMBERS:
509647

WIRE TRANSFER NUMBERS:
57, 58

TOTAL DEMAND PAYMENTS- A/P CHECKS \$4,772,618.32
TOTAL DEMAND PAYMENTS- EFT's \$0.00
TOTAL PAYROLL CHECKS & DIRECT DEPOSITS \$1,085,232.71
TOTAL PAYROLL EFT's (TAXES, PERS, VENDORS) \$621,493.20

* vendor name(if applicable)

TOTAL PAYMENTS \$6,479,344.23

CERTIFICATION OF CITY CLERK

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

City Clerk

APPROVAL OF CITY MANAGER

I have examined this Register and approve same.

City Manager

CERTIFICATION OF DIRECTOR OF FINANCE

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

Director of Finance

Account Code Summary

Attachment 2

10000000	GENERAL FUND	20012500	CITY CLERK
10017200	SUCCESSOR AGENCY	20012600	ECONOMIC DEVELOPMENT
10020000	POLICE - GEN FUND	20012800	EMERGENCY MANAGEMENT
10020210	POLICE PATROL	20013210	ACCOUNTS PAYABLE
10020214	POLICE VOLUNTEERS	20013220	PAYROLL
10020216	COPS GRANT	20013400	ACCOUNTING
10020217	POLICE ANIMAL CONTROL	20013401	BUDGET MANAGEMENT
10020218	POLICE CSO	20014000	CITY ATTORNEY
10020220	CODE ENFORCEMENT	20015100	CITY TREASURER
10020224	MAJOR CRIMES TASK FORCE	20016100	HUMAN RESOURCES
10021210	CITY FIRE	20023510	HOUSING GRANTS
10022100	PARKS	20023520	NON-HOUSING GRANTS
10022300	AQUATICS	20100000	WORKER'S COMP FUND
10022700	MUSEUM - GEN FUND	20116220	WORKERS COMPENSATION
10022810	RECREATION ADMINISTRATION	20200000	LIABILITY FUND
10022821	ADULT BASKETBALL	20216200	RISK MANAGEMENT
10022822	ADULT SOFTBALL	20300000	GARAGE FUND
10022824	CO-ED VOLLEYBALL	20324100	GARAGE
10022831	YOUTH BASKETBALL	20324110	FLEET MAINTENANCE
10022832	YOUTH SOFTBALL	20400000	PURCHASING FUND
10022840	DAY CAMP	20413500	PURCHASING
10022850	CLASSES & CLINICS	20413510	CAPITAL ASSET MANAGEMENT
10022860	SPECIAL ACTIVITIES	20413520	GRANTS AND SPECIAL PROJECTS
10022900	COMM SVCS SPECIAL SERVICES	20414000	LEGAL SERVICES/EXPENSES
10023100	PLANNING SERVICES	20500000	BILLING AND COLLECTION FUND
10023110	CURRENT PLANNING	20513300	UTILITY BILLING
10023300	BUILDING INSPECTION	20513380	METERING-ELECTRIC
10023320	BUILDING INSPECTION	20513382	METERING-WATER
10023411	CDBG GENERAL ADMIN	20600000	PUBLIC SAFETY DISPATCH FUND
10024200	ENGINEERING/STREETS	20620231	POLICE UKIAH DISPATCH
10024210	ENGINEERING	20620232	POLICE FT BRAGG DISPATCH
10024214	TRAFFIC SIGNAL OPERATIONS	20700000	PAYROLL POSTING FUND
10024224	STORM WATER	20800000	BUILDING & MAINTENANCE
10024310	CORP YARD MAINTENANCE	20822500	BUILDING & MAINTENANCE
10024620	STREETS	20824300	BLDG MAINT CORP YARD
10100000	GF- (SUB-FUND) VISIT UKIAH	20900000	IT FUND
10112700	GF-(SUB-FUND) VISIT UKIAH	20913900	INFORMATION TECHNOLOGY
10500000	MEASURE S GENERAL FUND	22000000	FIXED ASSET FUND
10521210	FIRE AUTHORITY	25100000	SPECIAL PROJECTS RESERVE FUND
12000000	STREET REHABILITATION	25300000	PROP 172 FUND
12024200	PUBLIC WORKS ENGINEERING	25321210	CITY FIRE
13000000	GOV'TL DEBT SVC/RESERVE FUND	30000000	PARK DEVELOPMENT FEES FUND
20000000	CITY ADMINISTRATIVE SERVICES	30022200	PARK DEVELOPMENT
20010000	CITY COUNCIL	30100000	ANTON STADIUM FUND
20012100	CITY MANAGER	30200000	OBSERVATORY PARK FUND
20012200	ADMINISTRATIVE SUPPORT	30300000	PLAYGROUND & PARK AMENITIES FU
20012300	COMMUNITY OUTREACH/PUBLIC INFO	30322230	PLAYGROUND AND PARK AMENITIES

Account Code Summary

Attachment 2

30400000	SWIMMING POOL FUND	63820210	ASSET FORFEITURE 11470 EXPENDI
30522250	RIVERSIDE PARK	63900000	SPECIAL REVENUE POLICE
30600000	SKATE PARK FUND	64000000	PKG. DIST. #1 OPER & MAINT FUN
30700000	SOFTBALL COMPLEX FUND	64012600	ECONOMIC DEVELOPMENT
31100000	ARRC GENERAL OPERATING FUND	64020213	POLICE PARKING ENFORCEMENT
31122000	ARRC	67000000	FEDERAL AMERICAN RESCUE FUNDS
31200000	DOWNTOWN BUSINESS IMPROVEMENT	69500000	TRANSFER STATION
31212600	ECONOMIC DEVELOPMENT	70000000	SANITARY DISPOSAL SITE FUND
31300000	LMIHF HOUSING ASSET FUND	70024500	LANDFILL 700
31323400	HOUSING	70124500	LANDFILL CORRECTIVE
31323431	LMI GENERAL ADMIN	70200000	DISPOSAL CLOSURE RESERVE FUND
31500000	ADVANCED PLANNING FUND	70224500	LANDFILL CLOSURE
31523100	COMMUNITY PLANNING	70400000	POST CLOSURE FUND-SOLID WASTE
50000000	GAS TAX FUND	71000000	AMBULANCE SERVICES FUND
50024214	TRAFFIC SIGNAL OPERATIONS	71021100	AMBULANCE SERVICES
50500000	SIGNALIZATION FUND	72000000	GOLF FUND
50800000	SB325 REIMBURSEMENT FUND	72022400	GOLF
50824210	SB325 ENGINEERING	73000000	CONFERENCE CENTER FUND
50900000	S.T.P.	73022600	CONFERENCE CENTER
50924210	STP ENGINEERING	77700000	AIRPORT FUND
51100000	RAIL TRAIL FUND	77714000	CITY ATTORNEY
51124210	Rail Trail	77725200	AIRPORT OPERATIONS
60000000	COMM. DEVELOPMT. BLOCK GRANT F	77800000	AIRPORT CAPITAL IMPROVEMENT FU
60023411	CDBG GENERAL ADMIN	77825200	AIRPORT CAPITAL
60023412	CDBG ACTIVITY DELIVERY	77900000	SPECIAL AVIATION FUND
61100000	CDBG 16-CDBG-11147	77925200	AIRPORT SPECIAL
61112600	CDBG ECONOMIC DEVELOPMENT	80000000	ELECTRIC FUND
61123410	16-CDBG-11147	80014000	CITY ATTORNEY
61123411	CDBG GENERAL ADMIN	80026110	ELECTRIC OVERHEAD
61200000	FUND 612 UNASSIGNED	80026120	ELECTRIC UNDERGROUND
61223400	HOME CDD HOUSING	80026200	TELEMETRY & CALIBRATION
61223422	HOME ACTIVITY DELIVERY	80026210	SUBSTATION
61323400	HOME HOUSING ACTIVITIES	80026220	HYDROELECTRIC PLANT
61323421	HOME GENERAL ADMIN	80026400	ELECTRIC ADMINISTRATION
62000000	CASP CERTIF & TRAINING	80026440	POWER PURCHASES
62023320	CASP CERTIF & TRAINING	80100000	ELECTRIC CAPITAL RESERVE FUND
63000000	ASSET SEIZURE FUND	80126100	ELECTRIC CIP
63020210	ASSET SEIZURE EXPENDITURE	80126220	HYDROELECTRIC PLANT
63300000	H&S EDUCATION 11489(B)(2)(A1)	80500000	STREET LIGHTING FUND
63320210	H&S ASSET SEIZURE EXPENDITURE	80526150	STREET LIGHTING
63400000	FEDERAL ASSET SEIZURE GRANTS F	80600000	PUBLIC BENEFITS CHARGES FUND
63420250	FED ASSET SEIZURE EXPENDITURE	80626450	PUBLIC BENEFITS
63500000	SUP.LAW ENFORCE.SVC.FD(SLESF)	80700000	ELECTRIC CAP AND TRADE FUND
63520210	SLESF	80800000	ELECTRIC LOW CARBON FUEL STDS
63600000	CBTHP OFFICER	80826100	ELECTRIC LOW CARBON FUEL STDS
63620210	CBTHP OFFICER	82000000	WATER FUND
63800000	ASSET FORFEITURE 11470.2 H&S F	82027110	WATER

82027111	PROD OPERATIONS & MAINTENANCE
82027114	DISTRIB OPERATIONS & MAINT
82100000	WATER CAPITAL RESERVE FUND
82200000	WATER CONNECTION FEE FUND
82227113	WATER DISTRIBUTION CAPITAL
83000000	RECYCLED WATER
83027330	RECYCLED WATER
84000000	CITY/DIST. SEWER OPERATING FUN
84027220	WASTE WATER
84027221	CITY WASTE O & M
84027225	WASTE TREATMENT O & M
84100000	SEWER BOND DEBT SERVICE FUND
84127226	WASTEWATER TREATMENT CAPITAL
84200000	RATE STABILIZATION-CITY FUND
84300000	CONNECTION FEE SEWER FUND (CAP
84400000	CITY SEWER CAPITAL PROJECTS FU
84427221	CITY WASTEWATER O&M 844
84427222	CITY WASTE CAPITAL
90000000	SPECIAL DEPOSIT TRUST FUND
91500000	UKIAH VALLEY FIRE DEPARTMENT
91521400	UVFD FIRE ADMINISTRATION
91600000	UVFD PROP 172
91621400	UVFD PROP 172
91700000	UVFD MEASURE B UNASSIGNED
91721400	UVFD FIRE
91800000	UVFD MITIGATION FEES
91821400	UVFD MITIGATION
96900000	REDEVELOPMENT OBLIGATION RETIR
96917200	SUCCESSOR AGENCY
96995669	969 - RDA OBLIGATION RETIREMEN

Object Code Summary

Attachment 3

51211	PERS UNFUNDED LIABILITY	54101	POSTAGE
51220	INSURANCE	54102	SMALL TOOLS
51230	WORKERS COMP	54103	LAB SUPPLIES
51240	MEDICARE	54106	SPECIALTY SUPPLIES
51260	FICA	54107	EMS SUPPLIES
51270	UNIFORM ALLOWANCE	54120	PW - SPECIAL SUPPLIES
51290	CELL PHONE STIPEND	54121	PW - ASPHALT CONCRETE
52100	CONTRACTUAL SERVICES	54122	PW - AGGREGATE BASE
52110	AMBULANCE BILLING	54124	PW - CONCRETE/SUPPLIES
52111	DEFIBRILLATOR MAINTENANCE	54125	PW - TRAFFIC PAINT
52112	M. S. OVERSIGHT	54126	PW-PREMARKS
52113	PLANNING STUDIES	54127	PW - SIGN POSTS/SHEETING
52114	COMPLIANCE STUDIES	54128	PW - COLD PATCH MATERIAL
52130	EDUCATIONAL & MARKETING MATL'S	54129	PW - TACK OIL
52131	ASSISTANCE TO SENIORS	54130	PW - SAFETY
52133	MONTHLY DISCOUNT PROGRAM	54131	PW - BARRICADES & CONES
52134	GENERAL ADMIN	54161	BACKGROUND & PHYSICALS
52135	ENERGY CONSERVATION PROGRAM	54162	ADVERTISING
52137	PUBLIC BENEFITS PROGRAM MGMT	54163	INTERVIEW SUPPLIES
52139	RESEARCH DEVELOPMENT & DEMO	54165	NEW EMPLOYEE FINGERPRINT
52150	LEGAL SERVICES/EXPENSES	54166	DOT TESTING PROGRAM
52151	EMPLOYEE BENEFIT ADMIN FEES	54167	EMPLOYEE DEVELOPMENT
52155	ACTIVITY DELIVERY	54169	LIVESCAN
52180	SECURITY SERVICES	54201	PRISONER EXPENSE
52181	VOLUNTEER EXPENSES	54202	MAJOR CRIME INVESTIGATIONS
52301	PROPERTY TAX ADMIN FEE	54203	RECRUITMENT
52304	LAFCO FEES AND PROP TAX EXP	54320	SOFTWARE
52500	TRUSTEE FEES	54330	COMPUTER AND TECHNOLOGY
52510	ADVERTISING & PROMOTION	54500	EQUIP RENTS AND LEASES
52515	ADVERTISING & PUBLICATION	54700	FINES & PENALTIES
52521	LIABILITY INSURANCE PREMIUM	55100	TELEPHONE
52522	LIABILITY & PROPERTY DEDUCT	55200	PG&E
52524	PROPERTY INSURANCE PREMIUM	55210	UTILITIES
52525	WORKER'S COMP. EXPENSE	56100	VEHICLE & EQUIPMENT MAINT. & R
52526	REMIF ASSESSMENT PAYMENTS	56112	EQUIPMENT PARTS FOR RESALE
52527	A.D.P. PREMIUM & DEDUCTIBLE	56120	EQUIPMENT MAINTENANCE & REPAIR
52528	LIABILITY INSURANCE	56125	LAB EQUIP-REPAIR & MAINT.
52529	EARTHQUAKE & FLOOD (DIC)	56130	EXTERNAL SERVICES
52532	SAFETY & TRAINING SUPPORT	56210	FUEL & FLUIDS
52533	UVFA RETIREE HEALTH INS	56300	BUILDING MAINT. & REPAIR
52600	RENT	56410	EQUIPMENT RENTAL - PRIVATE
52601	DATA STORAGE & CONNECTIVITY	56504	FACILITY MAINTENANCE & REPAIR
52602	RENTAL OF CITY PROPERTY	56600	AIRFIELD MAINTENANCE & REPAIR
52841	SUCCESSOR AGENCY ADMIN	57100	LEARNING AND DEVELOPMENT
53000	LAWSUIT SETTLEMENT	57101	CONF & TRAINING-AQUATICS
54100	SUPPLIES	57300	MEMBERSHIPS & SUBSCRIPTIONS

58101 NCPA PLANT GENERATION
58102 NCPA POWER PURCHASES
58103 NCPA TRANSMISSION
58104 NCPA MANAGEMENT SERVICES
58105 NCPA THIRD PARTY SALES
58202 CHEMICALS
58401 AVIATION FUEL
58410 GARAGE LUBRICANTS & PARTS
58510 REIMBURSABLE JOBS
59100 PROPERTY TAXES PAID
59101 FEES
59102 FRANCHISE FEES
59105 CONTRIBUTIONS TO OTHER AGENCY
59106 SENIOR TRASH SUBSIDY
59108 BANK FEES
59400 OTHER EXPENSES
59500 LOANS ISSUED
59502 SCHOLARSHIPS
61200 PURCHASING ALLOCATION
61300 BILLING & COLLECTION ALLOCATIO
61410 RENT ALLOCATION
61420 BUILDING MAINTENANCE ALLOCATIO
61422 IT ALLOCATION
61430 CORP YARD ALLOCATION
61500 INSURANCE ALLOCATION
61600 GARAGE ALLOCATION
61700 DISPATCH
62100 ADMIN & OVERHEAD ALLOCATION
63000 INTERFUND SERVICES USED
70101 LOAN PAYMENTS MADE
70102 BOND INTEREST EXPENSE
70103 LOAN INTEREST
70201 LOAN PRINCIPAL PAYMENTS
70202 BOND PRINCIPAL PAYMENTS
74500 CAPITAL LEASE PRINCIPAL
74501 CAPITAL LEASE INTEREST
80100 MACHINERY & EQUIPMENT
80210 LAND ACQUISITION
80220 BUILDING IMPROVEMENTS
80230 INFRASTRUCTURE
90100 LOAN PROCEEDS
90101 LOAN PAYMENT RECEIVED

List of Checks Presented for Approval on 11/5/2021

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

CR

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ACME RIGGING & SUPPLY CO	320984	TAMPING BAR	\$144.72	80026110-54102	SMALL TOOLS	\$144.72
	321284	EYE NUT	\$78.29	82027111-54100	SUPPLIES	\$78.29
	321253	WIRE ROPE, COLLARED EYE, THIMBLE	\$193.43	82027111-54100	SUPPLIES	\$193.43
	321084	ALLY CHAIN, CLEVIS GRAB HOOK, SLING HOOK	\$528.00	82027114-54100	SUPPLIES	\$528.00
Vendor Total:						\$944.44
ADAMSON POLICE PRODUCTS	INV364210	HALOGEN BULBS, BRACKET KITS	\$724.07	10020210-56130	EXTERNAL SERVICES	\$724.07
	Vendor Total:					\$724.07
AL SMATSKY	118	DESIGN, ENGINEERING & CONSULTA	\$8,258.81	80026400-52100	CONTRACTUAL SERVICES	\$8,258.81
	116	DESIGN, ENGINEERING & CONSULTA	\$7,250.00	80126100-80230	INFRASTRUCTURE	\$7,250.00
Vendor Total:						\$15,508.81
ALPHA ANALYTICAL LABORATORIES INC	1091879-UKIAHPW	MISC. LABORATORY WORK AS NEEDED	\$80.00	82027111-52100	CONTRACTUAL SERVICES	\$80.00
Vendor Total:						\$80.00
ALTEC INDUSTRIES INC	11757910	ALTEC #03526924 BLOCKING INLET	\$2,324.31	80026110-56130	EXTERNAL SERVICES	\$2,324.31
Vendor Total:						\$2,324.31
AMAZON CAPITAL SERVICES	177T-JSQL-HYR4	CERAMIC FAST FUSES	\$65.25	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$65.25
	19VC-PF66-MW7F	PUMPKINFEST SUPPLIES	\$142.31	90000000-23219	PUMPKINFEST	\$142.31
	16R9-7DTX-RMH1	DAYCAMP - COVID	\$107.01	10022840-54100	SUPPLIES	\$107.01
	1LMK-H4KV-NJXF	DAYCAMP - COVID	\$897.02	10022840-54100	SUPPLIES	\$897.02
	17LG-LRLG-QHY6	DAYCAMP	\$984.82	10022840-54100	SUPPLIES	\$984.82
	1WHX-MJWP-7MWL	WHITE OUT, YEARLY CALENDARS, GLUE STICKS	\$67.37	20013210-54100	SUPPLIES	\$39.07
				20013220-54100	SUPPLIES	\$14.15
				20013400-54100	SUPPLIES	\$14.15
	1K3K-GDW4-PH19	T-SHIRTS - CONF CENTER	\$32.64	73022600-54100	SUPPLIES	\$32.64

List of Checks Presented for Approval on 11/5/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AMAZON CAPITAL SERVICES	11DV-N4DX-GV16	HEADLAMPS, TIDEW WADER, MOBILE MOUSE	\$598.02	82027111-54100	SUPPLIES	\$598.02
	17WR-DGVQ-L7HT	SAW BLADES	\$188.63	84027221-54100	SUPPLIES	\$188.63
	1XPD-1K3J-MJKP	COATING GLOVES	\$196.44	84027221-54100	SUPPLIES	\$196.44
Vendor Total:						\$3,279.51
AMWINS GROUP BENEFITS INC	7007983	OCT 21 RETIREE HEALTH INSURANCE SHORT PAID	\$537.48	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$537.48
Vendor Total:						\$537.48
ANTHONY DELAPO JR	TA 11/15-19/21	TRAVEL ADVANCE	\$75.00	10020210-57100	LEARNING AND DEVELOPMENT	\$75.00
Vendor Total:						\$75.00
AT&T	000017188889	FIBER INTERNET	\$1,584.76	20913900-52601	DATA STORAGE & CONNECTIVITY	\$1,584.76
Vendor Total:						\$1,584.76
BRIDGES RESTORATION LLC	4380	FIRE REMEDIATION	\$2,764.00	82027111-52100	CONTRACTUAL SERVICES	\$2,764.00
Vendor Total:						\$2,764.00
CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS	200011214	REGISTRATION - D BUFFALO	\$620.00	20013400-57100	LEARNING AND DEVELOPMENT	\$620.00
	300007519	MUNICIPAL MEMBERSHIP - D BUFFALO	\$110.00	20013400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$110.00
Vendor Total:						\$730.00
CAPITOL BARRICADE INC	139004	BIKE ONLY STENCIL - HDPE, 48"X	\$1,170.19	10024620-54127	PW - SIGN POSTS/SHEETING	\$1,170.19
Vendor Total:						\$1,170.19
CAROLLO ENGINEERS INC	FB16101	DESIGN PHASES I&II RECYCLED WA	\$84,407.75	83027330-80230	INFRASTRUCTURE	\$84,407.75
Vendor Total:						\$84,407.75
CHROMAGRAPHS	70195	BUSINESS CARDS - R BREECE, N WAIDELICH	\$118.51	10020210-54100	SUPPLIES	\$118.51
	70176	BUSINESS CARDS - K KNUSS, J BURGESS, D SPENCE	\$124.43	10022810-54100	SUPPLIES	\$124.43
Vendor Total:						\$242.94
CITIBANK N.A.	SF-D 25899	ALLEN WRENCH TOOL W/HANDLE	\$73.14	90000000-20210	BASIC TAX 7.5%	(\$5.42)
				10024620-54127	PW - SIGN POSTS/SHEETING	\$5.42
				10024620-54127	PW - SIGN POSTS/SHEETING	\$73.14
	SF-D 25887	WILD BEAR MASCOT COSTUME	\$489.00	90000000-20210	BASIC TAX 7.5%	(\$32.75)

List of Checks Presented for Approval on 11/5/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CITIBANK N.A.	SF-D 25887	WILD BEAR MASCOT COSTUME	\$489.00	90000000-23256	SPECIAL EVENTS TRUST	\$32.75
				90000000-23256	SPECIAL EVENTS TRUST	\$489.00
	59243	AURA GRAVITY ROOF VENTILATOR #	\$1,635.00	90000000-20210	BASIC TAX 7.5%	(\$106.23)
				80126100-80220	BUILDING IMPROVEMENTS	(\$106.23)
				80126100-80220	BUILDING IMPROVEMENTS	\$106.23
				80126100-80220	BUILDING IMPROVEMENTS	\$1,741.23
	SF-D 25357	REGISTRATION - M OSWALD	\$995.00	10020210-57100	LEARNING AND DEVELOPMENT	\$995.00
	10259	GRACIE SURVIVAL TACTICS TRAINING - PD	\$1,990.00	10020210-57100	LEARNING AND DEVELOPMENT	\$1,990.00
	SF-D 25883	REGISTRATION - K NORRIS	\$795.00	20413510-57100	LEARNING AND DEVELOPMENT	\$397.50
				20413520-57100	LEARNING AND DEVELOPMENT	\$397.50
	SF-D 25361	ICISF MEMBERSHIP RENEWAL - PD	\$260.00	10020210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$260.00
	SF-D 25872	KEYLOCKING HANDLE	\$142.02	10024620-54120	PW - SPECIAL SUPPLIES	\$142.02
	F-D 25882	ACRYLI-MASTER, TEST KIT, SPRAY CLEAN	\$405.91	90000000-23256	SPECIAL EVENTS TRUST	\$405.91
	F-D 23706	HAUNTED HOUSE SUPPLIES	\$571.16	90000000-23256	SPECIAL EVENTS TRUST	\$571.16
	WD83103065	DEWALT #DXFRS800 HEAVY DUTY WA	\$1,480.61	10022840-54100	SUPPLIES	\$120.69
				10022840-54100	SUPPLIES	\$1,359.92
	SF-D 25891	VINYL TACKBOARD	\$146.12	10023100-54100	SUPPLIES	\$146.12
	SF-D 25351	PROMOTIONAL SUPERSTAR AWARD	\$102.76	20012100-54100	SUPPLIES	\$102.76
Vendor Total:						\$9,085.72
CODE PUBLISHING COMPANY	71168	CODIFICATION SERVICES AS PER A	\$1,711.50	20012500-52100	CONTRACTUAL SERVICES	\$1,711.50
					Vendor Total:	\$1,711.50
COLANTUONO HIGHSMITH & WHATLEY PC	47877	LEGAL SERVICES	\$1,657.50	84427222-52100	CONTRACTUAL SERVICES	\$1,657.50
	49577	LEGAL SERVICES	\$65.00	10521210-52150	LEGAL SERVICES/ EXPENSES	\$65.00
					Vendor Total:	\$1,722.50

List of Checks Presented for Approval on 11/5/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CWS CONSTRUCTION GROUP INC	2021204 4	ELECTRIC SERVICE CENTER - SITE	\$607,770.00	80126100-80220	BUILDING IMPROVEMENTS	\$607,770.00
					Vendor Total:	\$607,770.00
DANIEL PARKER	TA 11/14-18/21	TRAVEL ADVANCE	\$816.92	10020210-57100	LEARNING AND DEVELOPMENT	\$816.92
					Vendor Total:	\$816.92
DC ELECTRIC GROUP INC	450193	ORCHARD & PERKINS MAST ARM POL	\$12,975.00	10024214-52100	CONTRACTUAL SERVICES	\$12,975.00
					Vendor Total:	\$12,975.00
DEEP VALLEY SECURITY	383490	ALARM SERVICES PER ATTACHED CO	\$125.00	82027111-52100	CONTRACTUAL SERVICES	\$125.00
	382279	ALARM SERVICES PER ATTACHED CO	\$179.33	82027111-52100	CONTRACTUAL SERVICES	\$179.33
					Vendor Total:	\$304.33
DEPARTMENT OF JUSTICE	537091	FINGERPRINTS	\$748.00	10022900-54169	LIVESCAN	\$172.00
				20016100-54165	NEW EMPLOYEE FINGERPRINT	\$576.00
					Vendor Total:	\$748.00
ELLIES MUTT HUT	629236	INTERVIEW LUNCHES	\$73.90	20016100-54163	INTERVIEW SUPPLIES	\$73.90
					Vendor Total:	\$73.90
ENHANCED VEHICLE APPLICATIONS LLC	INV134297	MONTHLY DATA SERVICE	\$180.00	10020210-52100	CONTRACTUAL SERVICES	\$180.00
					Vendor Total:	\$180.00
ENTENMANN-ROVIN CO	0161765-IN	LAPD DOME BADGE	\$139.14	10020210-54100	SUPPLIES	\$139.14
					Vendor Total:	\$139.14
FARWEST LINE SPECIALTIES LLC	340265	7Z MADI ONE FLIP POINTED LINEM	\$3,840.93	80026110-54102	SMALL TOOLS	\$3,840.93
					Vendor Total:	\$3,840.93
FASTENAL	CAUKA44229	MISC. SUPPLIES AS NEEDED	\$8.42	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$8.42
	CAUKA44224	MISC. SUPPLIES AS NEEDED	\$42.27	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$42.27
	CAUKA44257	MISC. SUPPLIES AS NEEDED	\$178.79	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$178.79
	CAUKA44256	MISC. SUPPLIES AS NEEDED	\$3.81	84027225-56130	EXTERNAL SERVICES	\$3.81
	CAUKA44250	MISC. SUPPLIES AS NEEDED	\$13.99	84027225-56130	EXTERNAL SERVICES	\$13.99
	CAUKA44232	MISC. SUPPLIES AS NEEDED	\$107.21	10024620-54120	PW - SPECIAL SUPPLIES	\$107.21
					Vendor Total:	\$354.49
FEDERAL EXPRESS	7-541-47964	SHIPPING SERVICES	\$37.03	10020210-54101	POSTAGE	\$37.03

List of Checks Presented for Approval on 11/5/2021

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FEDERAL EXPRESS	7-533-60332	SHIPPING SERVICES	\$178.46	10020210-54101	POSTAGE	\$178.46
					Vendor Total:	\$215.49
GABRIEL QUINONEZ	DV101421	REIMBURSEMENT - SPECIAL PROJECT MEALS	\$414.83	82027111-54100	SUPPLIES	\$414.83
					Vendor Total:	\$414.83
GARTON TRACTOR INC	CU62072	COUPLER, ASSY CARTRI	\$516.21	80026210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$516.21
	CU61155	SWITCH HORN	\$31.80	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$31.80
	CU61218	RETURN - 5-BAR	(\$154.93)	80026110-56130	EXTERNAL SERVICES	(\$154.93)
	CU62122	ASSY CARTRI, ELEMENT	\$31.39	20324100-58510	REIMBURSABLE JOBS	\$31.39
					Vendor Total:	\$424.47
GAYNOR TELESYSTEMS INC	INV000039492	PAXTON CARDLOCK SYSTEM	\$1,393.70	20913900-54320	SOFTWARE	\$1,393.70
	INV000039729	NET2 PROXIMITY KEYFOBS	\$97.99	20822500-54100	SUPPLIES	\$97.99
					Vendor Total:	\$1,491.69
GENERAL SERVICES AGENCY	NOV 21	SPANISH MTN SUBLEASE MO RENT	\$50.00	20620231-52100	CONTRACTUAL SERVICES	\$50.00
					Vendor Total:	\$50.00
GRAINGER INC	9086436285	BATTERY 12VDC	\$129.72	84027225-56300	BUILDING MAINT. & REPAIR	\$129.72
	9095141421	RLAY SOCKET STANDARD SQUARE	\$115.69	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$115.69
	9087872504	SWIVEL ELBOW, CONNECTOR	\$135.31	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$135.31
	9085988245	TEE 1/4IN BARBED HDPE	\$13.16	84027225-54103	LAB SUPPLIES	\$13.16
	9095348968	ELECTRODE STORAGE SOLUTION	\$82.74	84027225-54103	LAB SUPPLIES	\$82.74
	9085091081	SYRINGE FILTER	\$152.80	84027225-54103	LAB SUPPLIES	\$152.80
	9095613171	LED BULBS	\$42.50	10022700-54100	SUPPLIES	\$42.50
	9081163843	BATTERIES	\$27.94	10521210-54100	SUPPLIES	\$27.94
	9074039075	DISINFECTANT CLEANER, TRASH BAGS	\$57.33	10521210-54100	SUPPLIES	\$57.33
	9078877264	DRY WIPE ROLL, CLEANER, TRASH BAGS	\$266.88	10521210-54100	SUPPLIES	\$266.88
	9077399054	#21Y485 ANCHOR BOLT, L HOOK, 1	\$1,330.28	80026120-54100	SUPPLIES	\$1,330.28
	9084511022	SELF-RETRACTING LIFELINE	\$420.47	82027111-54100	SUPPLIES	\$420.47

List of Checks Presented for Approval on 11/5/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GRAINGER INC	9084814343	FULL BODY HARNESS EXOFIT	\$632.20	82027111-54100	SUPPLIES	\$632.20
					Vendor Total:	\$3,407.02
GRANITE CONSTRUCTION COMPANY	2104513	MISC ROCK & ROAD PATCH MATERIA	\$121.59	84027221-54100	SUPPLIES	\$121.59
					Vendor Total:	\$121.59
HILDEBRAND CONSULTING LLC	384	ANNUAL SEWER RECONCILIATION FI	\$2,205.00	84413400-52100	CONTRACTUAL SERVICES	\$2,205.00
					Vendor Total:	\$2,205.00
HOME DEPOT CREDIT SERVICES	3021988	FEIT 13W PL TWNTUBE	\$83.38	73022600-56300	BUILDING MAINT. & REPAIR	\$83.38
	7022352	MKE TITANIUM BIT, MILWAUKEE SLIM COMPACT	\$45.65	82027111-56300	BUILDING MAINT. & REPAIR	\$45.65
	2012715	CRIMP BRUSH, CABLE TWIST	\$46.75	82027111-56300	BUILDING MAINT. & REPAIR	\$46.75
	9012348	LED HIGH BAY	\$189.44	84027225-56300	BUILDING MAINT. & REPAIR	\$189.44
	2022742	INDOOR MECHANICAL TIMER	\$252.46	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$252.46
	1023691	PUMPKINFEST SUPPLIES	\$77.55	90000000-23219	PUMPKINFEST	\$77.55
	5023372	PUMPKINFEST SUPPLIES	\$84.74	90000000-23219	PUMPKINFEST	\$84.74
	3023538	PUMPKINFEST SUPPLIES	\$342.63	90000000-23219	PUMPKINFEST	\$342.63
	2022731	RIDGID 16GAL CART WET/DRY VAC	\$182.91	82027111-54102	SMALL TOOLS	\$182.91
	6363251	DRIVE, SOCKETS	\$37.20	80026110-54100	SUPPLIES	\$37.20
	2532688	SUBSTATION SUPPLIES	\$8.13	80026210-54100	SUPPLIES	\$8.13
	2022737	SUBSTATION SUPPLIES	\$45.68	80026210-54100	SUPPLIES	\$45.68
	8023085	HYDRO SUPPLIES	\$51.99	80026220-54100	SUPPLIES	\$51.99
	4274937	1.6 CUFT CMO	\$184.00	80026400-54100	SUPPLIES	\$184.00
					Vendor Total:	\$1,632.51
INFOSEND INC	195893	UB PRINT & MAIL SERVICES	\$4,287.95	20513300-52100	CONTRACTUAL SERVICES	\$4,287.95
	179868	INSERTS - ELECTRIC	\$1,002.50	80626450-52130	EDUCATIONAL & MARKETING MATL'S	\$1,002.50
	200338	INSERT - PUMPKINFEST	\$59.71	90000000-23219	PUMPKINFEST	\$59.71
					Vendor Total:	\$5,350.16
INTOXIMETERS INC	691732	AS FST (F381-02) 3S BRAC LOW LOSS	\$341.37	10020210-54100	SUPPLIES	\$341.37
					Vendor Total:	\$341.37

List of Checks Presented for Approval on 11/5/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
JACOBSZON AND ASSOCIATES INC	DV110321	BIOLOGICAL ASSESSMENT FOR PROP	\$1,250.00	10022100-52100	CONTRACTUAL SERVICES	\$1,250.00
Vendor Total:						\$1,250.00
JARROD MEYER	BA FY21/22	BOOT ALLOWANCE	\$150.00	10022100-54100	SUPPLIES	\$150.00
Vendor Total:						\$150.00
JUDY CHAN	NOV 21	PARKS DEPT. OFFICE LEASE - 185	\$1,470.00	10022100-52600	RENT	\$1,470.00
Vendor Total:						\$1,470.00
K-LOG, INC	21-311250-1	OTUX-RB BOW FRONT L-DESK	\$7,933.08	10024210-54100	SUPPLIES	\$4,933.08
				10024224-54100	SUPPLIES	\$3,000.00
Vendor Total:						\$7,933.08
KELLY-MOORE PAINT COMPANY INC	910-42292422	MISC. PURCHASES AS REQUIRED	\$6.53	82027111-56300	BUILDING MAINT. & REPAIR	\$6.53
	910-00000350669	MISC. PURCHASES AS REQUIRED	\$25.02	10024620-54125	PW - TRAFFIC PAINT	\$25.02
	910-00000349923	MISC. PURCHASES AS REQUIRED	\$39.35	10022700-54100	SUPPLIES	\$39.35
	910-00000350234	MISC. PURCHASES AS REQUIRED	\$39.35	10022700-54100	SUPPLIES	\$39.35
	910-42291522	MISC. PURCHASES AS REQUIRED	\$67.15	10022700-54100	SUPPLIES	\$67.15
Vendor Total:						\$177.40
LG SONIC LLC	210100	LG SONIC #10100 MPS BUOY PRO -	\$190,627.34	83027330-80100	MACHINERY & EQUIPMENT	\$190,627.34
Vendor Total:						\$190,627.34
LIFE ASSIST INC	1121814	MISC. EMS SUPPLIES AS NEEDED	\$381.41	10521210-54107	EMS SUPPLIES	\$190.71
				71021100-54107	EMS SUPPLIES	\$190.70
Vendor Total:						\$381.41
MARIANNE DAVISON	TR 9/30/21	TRAVEL REIMBURSEMENT	\$182.24	10022810-57100	LEARNING AND DEVELOPMENT	\$182.24
Vendor Total:						\$182.24
MATHESON TRI-GAS INC	0024476263	OXYGEN & MISC. AS NEEDED	\$67.86	80026210-54100	SUPPLIES	\$67.86
Vendor Total:						\$67.86
MAX BRAZILL	TA 11/16-19/21	TRAVEL ADVANCE	\$480.47	10020210-57100	LEARNING AND DEVELOPMENT	\$480.47
Vendor Total:						\$480.47
MENDO MILL & LUMBER CO	198192/1	KEROSENE CAN	\$87.08	10022100-54100	SUPPLIES	\$87.08
Vendor Total:						\$87.08

List of Checks Presented for Approval on 11/5/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MINTIER HARNISH LP	UKIAHGPU-22	GPU, EIR & ADVANCED PLANNING S	\$7,177.75	31523100-52100	CONTRACTUAL SERVICES	\$7,177.75
					Vendor Total:	\$7,177.75
MOIRS	171169	CHLORINE - 15 GALLON	\$399.33	82027111-56300	BUILDING MAINT. & REPAIR	\$399.33
	171261	CHLORINE - 15 GALLON	\$399.33	82027111-56300	BUILDING MAINT. & REPAIR	\$399.33
	171366	CHLORINE - 15 GALLON	\$588.27	82027111-56300	BUILDING MAINT. & REPAIR	\$588.27
	170990	SUPER CHARGE INSTA CHLORINE	\$97.99	84027225-58202	CHEMICALS	\$97.99
	171016	SUPER CHARGE INSTA CHLORINE	\$97.99	84027225-58202	CHEMICALS	\$97.99
					Vendor Total:	\$1,582.91
MOTION INDUSTRIES INC	CA23-527699	POWERGRIP GT4 BELTS	\$287.03	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$287.03
					Vendor Total:	\$287.03
MUNICIPAL MAINTENANCE EQUIPMENT	0164371-IN	REAR DOOR SAFETY HANDLE ASSY	\$125.25	84027221-56130	EXTERNAL SERVICES	\$125.25
					Vendor Total:	\$125.25
NANCY BLANCETT	124320-3	PHOTOVOLTAIC REFUND	\$50.02	90100000-10421	UTILITY RECEIVABLES CLEARING	\$50.02
					Vendor Total:	\$50.02
NFP NATIONAL ACCOUNT SERVICES INC	21-11 ALTERITY	NOV 21 ALTERITY INSURANCE	\$2,801.62	20700000-20523	P/R DEDUCT-LTD	\$2,479.87
				20700000-20512	REMIF LIFE	\$35.75
				20700000-20512	REMIF LIFE	\$286.00
					Vendor Total:	\$2,801.62
OLIN CORPORATION	3000032956	LIQUID SODIUM HYPOCHLORITE FY2	\$5,780.97	84027225-58202	CHEMICALS	\$5,780.97
					Vendor Total:	\$5,780.97
ONE TIME PAY VENDOR	0022780	REC REFUND - TATIANA OBERGIN	\$175.00	10022850-44915	RECREATION PROGRAM INCOME	\$175.00
	67606-4	OVERPAYMENT UTILITY REFUND - REGAL CINEMAS	\$270,211.31	90100000-10421	UTILITY RECEIVABLES CLEARING	\$270,211.31
					Vendor Total:	\$270,386.31
ONLINE INFORMATION SRVS INC	1080545	UTILITY EXCHANGE REPORTING FY	\$146.54	20513300-52100	CONTRACTUAL SERVICES	\$146.54
	1085910	UTILITY EXCHANGE REPORTING FY	\$162.53	20513300-52100	CONTRACTUAL SERVICES	\$162.53
					Vendor Total:	\$309.07
OPPERMAN & SON INC	01P48782	FIRE ADAPTER	\$47.65	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$47.65

List of Checks Presented for Approval on 11/5/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
OPPERMAN & SON INC	01P49151	PP1	\$54.41	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$54.41
	01P49396	BOLT KIT	\$227.77	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$227.77
	01P49276	WINDOW REGULATOR	\$220.23	10521210-56130	EXTERNAL SERVICES	\$220.23
	01P48789	INVERSION AIR VALVE	\$256.99	10521210-56130	EXTERNAL SERVICES	\$256.99
	01P48869	AIR FILTER	\$16.50	84027221-56130	EXTERNAL SERVICES	\$16.50
	01P47791	AIR FILTER	\$31.83	84027221-56130	EXTERNAL SERVICES	\$31.83
	01P49386	RETURN - FILTER	(\$34.17)	20324100-58510	REIMBURSABLE JOBS	(\$34.17)
	01P48827	T BOLT CLAMP	\$17.38	20324100-58510	REIMBURSABLE JOBS	\$17.38
	01P48849	AIR GAUGE	\$27.34	20324100-58510	REIMBURSABLE JOBS	\$27.34
	01P48224	FILTER, CAB FILTER	\$45.93	20324100-58510	REIMBURSABLE JOBS	\$45.93
	01P49450	STARTER	\$361.86	20324100-58510	REIMBURSABLE JOBS	\$361.86
	01P48521	#561.47788 INTAKE HOSE	\$2,884.39	20324100-58510	REIMBURSABLE JOBS	\$2,884.39
	01P49019	#561.47788 INTAKE HOSE	\$3,899.47	20324100-58510	REIMBURSABLE JOBS	\$3,644.56
				20324100-54100	SUPPLIES	\$254.91
Vendor Total:						\$8,057.58
PACE SUPPLY CORPORATION	CM027209194	RETURN - STRAP SADDLE	(\$153.71)	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	(\$153.71)
	027209990	BALL VALVE	\$207.71	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$207.71
	027117977-1	(F-1) NUT, FLARE, 3/4" CU FORD	\$70.42	82000000-12104	INVENTORY - PURCHASES	\$70.42
	027024818-4	(1-CV-G5) COVER, SEWER STEEL G	\$122.71	82000000-12104	INVENTORY - PURCHASES	\$122.71
	027127781	HINGED SADDLE	\$125.90	82000000-12104	INVENTORY - PURCHASES	\$125.90
	027185287-1	EXTENSION CONCRETE	\$62.05	82027114-54100	SUPPLIES	\$62.05
	027229499	BOX CONCRETE, CAST IRON SEWER	\$396.44	84027221-54100	SUPPLIES	\$396.44
Vendor Total:						\$831.52
PATRICK INFANTE	TR 10/12-14/21	TRAVEL REIMBURSEMENT	\$89.58	10020210-57100	LEARNING AND DEVELOPMENT	\$89.58
Vendor Total:						\$89.58
PETERSON POWER SYSTEMS INC	SW060029287	TRAVEL LABOR	\$198.18	84027221-56130	EXTERNAL SERVICES	\$198.18
Vendor Total:						\$198.18

List of Checks Presented for Approval on 11/5/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PG&E CO	3822-9 SEP	PACIFIC GAS & ELECTRIC	\$3,975.20	84027225-55200	PG&E	\$2,844.02
				10022100-55210	UTILITIES	\$7.84
				10022300-55210	UTILITIES	\$8.65
				10022700-55210	UTILITIES	\$8.65
				20822500-55210	UTILITIES	\$139.19
				70024500-55210	UTILITIES	\$615.05
				73022600-55210	UTILITIES	\$7.85
				73022600-55210	UTILITIES	\$8.65
				77725200-55210	UTILITIES	\$10.19
				82027111-55210	UTILITIES	\$194.87
				84027221-55210	UTILITIES	\$130.24
				Vendor Total:		\$3,975.20
PITNEY BOWES INC	1019190903	POSTAGE MACHINE LEASE & SUPPLIES	\$163.31	20513300-54101	POSTAGE	\$163.31
				Vendor Total:		\$163.31
POSM SOFTWARE LLC	2410	POSM PROFESSIONAL ANNUAL SUPPORT	\$2,000.00	84027221-54320	SOFTWARE	\$2,000.00
				Vendor Total:		\$2,000.00
PSOMAS	17781	LAND SURVEYOR SERVICES	\$2,624.39	82027110-52100	CONTRACTUAL SERVICES	\$24.39
				84027220-52100	CONTRACTUAL SERVICES	\$2,600.00
				Vendor Total:		\$2,624.39
REDWOOD COAST FUELS	2276082	CARDLOCK FUEL PURCHASES	\$10,793.83	10020210-56210	FUEL & FLUIDS	\$2,793.61
				10022100-56210	FUEL & FLUIDS	\$1,177.56
				10023320-56210	FUEL & FLUIDS	\$92.94
				10024620-56210	FUEL & FLUIDS	\$1,603.18
				20324100-56210	FUEL & FLUIDS	\$182.91
				20513382-56210	FUEL & FLUIDS	\$40.84
				20822500-56210	FUEL & FLUIDS	\$189.69
				80026400-56210	FUEL & FLUIDS	\$2,195.61
				82027111-56210	FUEL & FLUIDS	\$560.34
				82027114-56210	FUEL & FLUIDS	\$71.09
				82027114-56210	FUEL & FLUIDS	\$425.77

List of Checks Presented for Approval on 11/5/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REDWOOD COAST FUELS	2276082	CARDLOCK FUEL PURCHASES	\$10,793.83	82027114-56210	FUEL & FLUIDS	\$544.54
				84027221-56210	FUEL & FLUIDS	\$362.69
				84027221-56210	FUEL & FLUIDS	\$463.87
				84027225-56210	FUEL & FLUIDS	\$89.19
	2274716	CARDLOCK FUEL PURCHASES	\$414.79	10024620-56210	FUEL & FLUIDS	\$138.27
				82027114-56210	FUEL & FLUIDS	\$138.25
				84027221-56210	FUEL & FLUIDS	\$138.27
	2277757	CARDLOCK FUEL PURCHASES	\$402.12	20324100-58410	GARAGE LUBRICANTS & PARTS	\$402.12
				Vendor Total:		\$11,610.74
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	21-11 HEALTHCOMP	NOV 21 REMIF MEDICAL, DENTAL, VISION INSURANCE PRE	\$289,208.76	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$509.60
				20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$2,576.56
				20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$19,470.00
				20700000-20520	P/R DEDUCT.- MEDICAL INS	\$245,834.00
				20700000-20510	REMIF DENTAL	\$17,651.80
				20700000-20511	REMIF VISION	\$3,166.80
				Vendor Total:		\$289,208.76
REXEL USA INC	2C20712	GEE 35427 16A21/840/277V	\$69.84	84027225-56300	BUILDING MAINT. & REPAIR	\$69.84
	2D83637	9999SX6 NORMALLY OPEN	\$240.54	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$240.54
	2D05032	CONTRACTOR 60, 9999SX6	\$763.06	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$763.06
	2D88356	TWIST GUARDTM TEST L	\$38.82	80026110-54100	SUPPLIES	\$38.82
	2C76301	BLU STR CU 500FT, YEL STR CU 500FT	\$401.25	80026200-54100	SUPPLIES	\$401.25
	2B95050	EMT COMP CONNECTOR, STL STRAP	\$2.08	80026210-54100	SUPPLIES	\$2.08
	2B91655	EMT COMP CONNECTOR	\$2.92	80026210-54100	SUPPLIES	\$2.92
				Vendor Total:		\$1,518.51
RICHARD MARTIN	24555	MARATHON MOTOR - WTP	\$199.23	82027111-56300	BUILDING MAINT. & REPAIR	\$199.23
				Vendor Total:		\$199.23

List of Checks Presented for Approval on 11/5/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
RINO PACIFIC	CL35170	FUEL CARD CHARGES AS NEEDED	\$3,031.13	10521210-56210	FUEL & FLUIDS	\$3,031.13
					Vendor Total:	\$3,031.13
SHANNON RILEY	DV102921	REIMBURSEMENT - BREAKROOM SUPPLIES	\$118.21	20012200-54100	SUPPLIES	\$118.21
					Vendor Total:	\$118.21
SHERI MANNION	TA 11/16-20/21	TRAVEL ADVANCE	\$115.00	20016100-57100	LEARNING AND DEVELOPMENT	\$115.00
					Vendor Total:	\$115.00
SHN CONSULTING ENGINEERS & GEOLOGISTS INC	111013	DESIGN & CONST. MGMNT FOR ZONE	\$5,096.80	82227113-80230	INFRASTRUCTURE	\$5,096.80
					Vendor Total:	\$5,096.80
SONOMA COUNTY SHERIFF'S DEPT	9334	COUNTY WIDE BOMB SQUAD SERVICE	\$11,270.00	10020210-52100	CONTRACTUAL SERVICES	\$11,270.00
					Vendor Total:	\$11,270.00
SPORT & CYCLE INC	222348	11" WO'S SOFTBALLS	\$466.09	10022822-54100	SUPPLIES	\$466.09
					Vendor Total:	\$466.09
STAPLES CREDIT PLAN	58538	WIRELESS MOUSE	\$43.54	10020210-54100	SUPPLIES	\$43.54
	60865	PARKS OFFICE SUPPLIES	\$90.30	10022100-54100	SUPPLIES	\$90.30
	63879	CLIPBOARDS	\$280.83	10022100-54100	SUPPLIES	\$280.83
	59447	SUPER GLUE, DESK PAD	\$22.41	10022700-54100	SUPPLIES	\$22.41
	62102	PERFORMANCE, VERTICAL MOUSE	\$217.73	20012500-54100	SUPPLIES	\$217.73
	46631	PENS, SHARPIES	\$89.75	80026400-54100	SUPPLIES	\$89.75
					Vendor Total:	\$744.56
STRYKER SALES CORPORATION	3465059 M	MX HE POCKETED STORAGE POUCH	\$494.64	10521210-54107	EMS SUPPLIES	\$494.64
					Vendor Total:	\$494.64
SYDNEY DEARBORN	S0329617	NOV 21 REIMBURSEMENT - MEDICAL INSURANCE	\$168.56	91500000-20561	ACCRUED SICK	\$168.56
					Vendor Total:	\$168.56
TKP ENTERPRISE, INC	087788	MISC. PURCHASES AS REQUIRED FY	\$40.44	90000000-23219	PUMPKINFEST	\$40.44
					Vendor Total:	\$40.44
TUFTS POLYGRAPH & INVESTIGATION	2021-646(B)	POLYGRAPH & INVESTIGATION SERVICES	\$689.00	10020210-54161	BACKGROUND & PHYSICALS	\$689.00
	2021-663(B)	POLYGRAPH & INVESTIGATION SERVICES	\$950.00	10020210-54161	BACKGROUND & PHYSICALS	\$950.00

List of Checks Presented for Approval on 11/5/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
TUFTS POLYGRAPH & INVESTIGATION	2021-665(B)	POLYGRAPH & INVESTIGATION SERVICES	\$950.00	10020210-54161	BACKGROUND & PHYSICALS	\$950.00
Vendor Total:						\$2,589.00
UKIAH PAPER SUPPLY	527669	JANITORIAL SUPPLIES, MISC AS N	\$14.16	90000000-23219	PUMPKINFEST	\$14.16
	i527345	JANITORIAL SUPPLIES, MISC AS N	\$372.00	90000000-23219	PUMPKINFEST	\$372.00
	i527584	JANITORIAL SUPPLIES, MISC AS N	\$101.89	10022100-54100	SUPPLIES	\$101.89
	i527087	JANITORIAL SUPPLIES, MISC AS N	\$160.48	20822500-54100	SUPPLIES	\$160.48
	526894	JANITORIAL SUPPLIES, MISC AS N	\$323.76	73022600-54100	SUPPLIES	\$323.76
	527334	JANITORIAL SUPPLIES, MISC AS N	\$341.75	77725200-54100	SUPPLIES	\$341.75
	i527423	JANITORIAL SUPPLIES, MISC AS N	\$102.77	80026120-54100	SUPPLIES	\$102.77
	527510	JANITORIAL SUPPLIES, MISC AS N	\$534.45	84027225-54100	SUPPLIES	\$534.45
Vendor Total:						\$1,951.26
UKIAH TROPHIES & GIFTS	913416	5"X7" PLAQUES - SUNDAYS IN THE PARK	\$1,230.83	90000000-23226	CONCERT SERIES	\$1,230.83
	672524	EMBROIDERY SERVICES - PARKS	\$27.22	10022100-54100	SUPPLIES	\$27.22
	672549	EMBROIDERY SERVICES - COMM SVCS	\$13.61	10022810-54100	SUPPLIES	\$13.61
	672523	ENGRAVING SERVICES	\$110.51	84027225-54100	SUPPLIES	\$110.51
Vendor Total:						\$1,382.17
UKIAH VALLEY MEDICAL CENTER	1531017	SART EXAM	\$1,400.00	10020210-52100	CONTRACTUAL SERVICES	\$1,400.00
Vendor Total:						\$1,400.00
UKIAH WASTE SOLUTIONS INC	467732	BIOSOLID REMOVAL	\$10,301.76	84027225-52100	CONTRACTUAL SERVICES	\$10,301.76
Vendor Total:						\$10,301.76
UNITED SITE SERVICES	114-12498334	PORTABLE TOILET RENTAL	\$178.15	10022100-52100	CONTRACTUAL SERVICES	\$178.15
	114-12498335	PORTABLE TOILET RENTAL	\$178.15	10022100-52100	CONTRACTUAL SERVICES	\$178.15
	114-12498336	PORTABLE TOILET RENTAL	\$143.99	80026220-52100	CONTRACTUAL SERVICES	\$143.99
	114-12511971	PORTABLE TOILET RENTAL	\$768.88	90000000-23219	PUMPKINFEST	\$768.88
Vendor Total:						\$1,269.17
UPS	0000E19R54291	SHIPPING CHARGES	\$1.86	80026110-54100	SUPPLIES	\$1.86
	0000E19R54321	SHIPPING CHARGES	\$2.01	80026110-54100	SUPPLIES	\$2.01
	0000E19R54421	SHIPPING CHARGES	\$26.79	80026110-54100	SUPPLIES	\$26.79

List of Checks Presented for Approval on 11/5/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UPS	0000E19R54391	SHIPPING CHARGES	\$15.57	80026210-54100	SUPPLIES	\$15.57
					Vendor Total:	\$46.23
USA BLUEBOOK	700480	RETURN - HACH INTELICAL RUGGED LDO	(\$963.43)	84027225-56125	LAB EQUIP-REPAIR & MAINT.	(\$963.43)
	737225	LIFE RING ROPE	\$55.34	82027111-54100	SUPPLIES	\$55.34
	732335	LIFE HOOK, ADAPTER KIT, HOSE HANGER	\$1,063.45	82027111-54100	SUPPLIES	\$1,063.45
					Vendor Total:	\$155.36
VERIZON WIRELESS	9891012827	DATA & EMERGENCY LOANER PHONES	\$2,610.57	80126100-80100	MACHINERY & EQUIPMENT	\$152.04
				10020210-55100	TELEPHONE	\$76.02
				10022100-55100	TELEPHONE	\$38.01
				10022300-55100	TELEPHONE	\$38.01
				10022810-55100	TELEPHONE	\$37.97
				10022840-55100	TELEPHONE	\$38.01
				10023100-55100	TELEPHONE	\$38.01
				10024210-55100	TELEPHONE	\$69.69
				10024620-55100	TELEPHONE	\$53.97
				20012100-55100	TELEPHONE	\$38.01
				20913900-55100	TELEPHONE	\$488.58
				70024500-55100	TELEPHONE	\$28.51
				77725200-55100	TELEPHONE	\$118.03
				80026210-55100	TELEPHONE	\$38.01
				80026400-55100	TELEPHONE	\$352.10
				82027110-55100	TELEPHONE	\$110.86
				82027111-55100	TELEPHONE	\$76.02
				82027114-55100	TELEPHONE	\$300.17
				84027221-55100	TELEPHONE	\$466.30
				84027225-55100	TELEPHONE	\$52.25
					Vendor Total:	\$2,610.57
WALMART COMMUNITY	00289	PUMPKINFEST	\$74.72	90000000-23219	PUMPKINFEST	\$74.72
	05250	PUMPKINFEST	\$463.45	90000000-23219	PUMPKINFEST	\$463.45

List of Checks Presented for Approval on 11/5/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
WALMART COMMUNITY	00394	SUPPLIES - PARKS	\$941.38	10022100-54100	SUPPLIES	\$941.38
	01651	DAYCAMP	\$9.40	10022840-54100	SUPPLIES	\$9.40
	06207 1	FINANCE CHARGE	\$16.00	10022840-54100	SUPPLIES	\$16.00
	03294	DAYCAMP	\$84.57	10022840-54100	SUPPLIES	\$84.57
	01650	DAYCAMP	\$115.65	10022840-54100	SUPPLIES	\$115.65
	00887	SUPPLIES - CONF CENTER	\$7.96	73022600-54100	SUPPLIES	\$7.96
	07419	SUPPLIES - CONF CENTER	\$11.82	73022600-54100	SUPPLIES	\$11.82
	05392	SUPPLIES - CONF CENTER	\$25.90	73022600-54100	SUPPLIES	\$25.90
	01309	SUPPLIES - CONF CENTER	\$92.55	73022600-54100	SUPPLIES	\$92.55
	02553	SUPPLIES - CONF CENTER	\$112.47	73022600-54100	SUPPLIES	\$112.47
Vendor Total:						\$1,955.87
WAXIE SANITARY SUPPLY	80391390	KLEENLINE #851306 2-PLY BATH T	\$1,795.23	20822500-54100	SUPPLIES	\$1,795.23
	Vendor Total:					\$1,795.23
WESTECH	83602	280 CUF #MS107 100% RECYCLED	\$40,138.35	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$40,138.35
	Vendor Total:					\$40,138.35
WILLOW COUNTY WATER DIST	81154 OCT 21	WATER SERVICE - SEWER TREATMENT PLANT	\$38.51	84027225-55210	UTILITIES	\$38.51
	Vendor Total:					\$38.51
XEROX CORP	014614963	COPIER LEASE - SEE ADD'L DESCR	\$115.05	10022700-52100	CONTRACTUAL SERVICES	\$115.05
	014614962	COPIER LEASE - SEE ADD'L DESCR	\$151.61	10020210-54500	EQUIP RENTS AND LEASES	\$106.13
				20620231-54500	EQUIP RENTS AND LEASES	\$30.33
				64020213-54500	EQUIP RENTS AND LEASES	\$15.15
	014614974	COPIER LEASE - SEE ADD'L DESCR	\$157.74	10521210-54500	EQUIP RENTS AND LEASES	\$157.74
	Vendor Total:					\$424.40
	INVOICE TOTAL:					\$1,669,137.94

List of Checks Presented for Approval on 11/12/2021

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

Sgt. S. S. S.

D. R. J.

CR

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ADVANCED SECURITY SYSTEMS	582686	SECURITY MONITORING - TALMAGE	\$25.75	10521210-52180	SECURITY SERVICES	\$25.75
Vendor Total:						\$25.75
AMAZON CAPITAL SERVICES	17NP-7QML-WYVN	WINDOW CRANK HANDLE, WINDOW REGULATOR	\$108.92	10521210-56130	EXTERNAL SERVICES	\$108.92
	1CDV-CYDJ-4HWJ	PRESSURE GUAGE, TIRE AIR CHUCK	\$273.35	10521210-56130	EXTERNAL SERVICES	\$273.35
	1NPG-XHX1-F6XT	USB WATTHOUR METER PROBE	\$763.26	80026220-54102	SMALL TOOLS	\$763.26
	1KV1-4HTD-1CFG	REC SUPPLIES	\$25.00	10022810-54100	SUPPLIES	\$25.00
	1HNV-CDNP-7YCX	SINGLE UNIT CHARGER	\$39.18	20012800-54100	SUPPLIES	\$39.18
	1CRL-MCGK-1THF	MENS SHIRTS - WATER/SEWER DEPT	\$270.90	82027114-54100	SUPPLIES	\$270.90
Vendor Total:						\$1,480.61
ANIXTER	5009423-02	(2U-SP-4-0) STRT, PLUG, 4/0 #K1	\$75.99	80000000-12104	INVENTORY - PURCHASES	\$75.99
	5065748-00	(CP-60) CLAMP, PG AL, 3/0-397.	\$573.88	80000000-12104	INVENTORY - PURCHASES	\$573.88
	5031479-00	(A-57) CROSSARM, 9 FT. HEAVY,	\$4,098.93	80000000-12104	INVENTORY - PURCHASES	\$4,098.93
	5028844-00	BRACES 48X18, 48X24, 60X18	\$378.28	80026110-54100	SUPPLIES	\$378.28
	5078442-00	SCREW LAG 1/2"X4" FETTER DRIVE POINT	\$152.43	80026120-54100	SUPPLIES	\$152.43
Vendor Total:						\$5,279.51
AP TRITON CONSULTING LLC	2021-190	CONSULTINGS SERVICES FOR PHEMS	\$5,000.00	71021100-52100	CONTRACTUAL SERVICES	\$5,000.00
Vendor Total:						\$5,000.00
AT&T	2799 NOV 21	INTERNET	\$91.04	10022100-55100	TELEPHONE	\$91.04
	3138 OCT 21	DSL FOR 911 REMOTE SUPPORT	\$208.65	20620231-55100	TELEPHONE	\$208.65
	000017272816	FIBER INTERNET GATEWAY	\$1,446.96	20913900-55100	TELEPHONE	\$1,446.96
Vendor Total:						\$1,746.65
AXON ENTERPRISE INC	SI-1716771	PATROL CAR CAMERA SYSTEM - 5 Y	\$3,622.28	10020210-54100	SUPPLIES	\$3,622.28
Vendor Total:						\$3,622.28
B & B INDUSTRIAL SUPPLY INC	258544	HEX NUTS, FLAT WASHERS	\$90.02	80126100-80220	BUILDING IMPROVEMENTS	\$90.02

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
B & B INDUSTRIAL SUPPLY INC	258820	SQUARE LINCH PIN	\$14.96	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$14.96
	260413	FLANGE NUT, FLANGE BOLTS	\$5.79	10022100-54100	SUPPLIES	\$5.79
	Vendor Total:					\$110.77
BADGER METER INC	1465976	BADGER - ITEM #109-2939 2" COM	\$1,977.19	82027114-54100	SUPPLIES	\$1,977.19
	Vendor Total:					\$1,977.19
BOARD OF EQUALIZATION	DV111221	TAX AREA SERVICES SECTION, MIC. 59	\$300.00	20012200-52304	LAFCO FEES AND PROP TAX EXP	\$300.00
	Vendor Total:					\$300.00
CANTEEN SERVICE	5975:010684	WATER FILTRATION SERVICE POLIC	\$45.00	10020210-54100	SUPPLIES	\$22.50
				20620231-54100	SUPPLIES	\$22.50
	Vendor Total:					\$45.00
CAPITOL BARRICADE INC	139486	12"X18" GREEN/WHITE 1-1/2 PARK	\$1,464.54	90000000-20210	BASIC TAX 7.5%	(\$119.39)
				10024200-80230	INFRASTRUCTURE	\$119.39
				10024200-80230	INFRASTRUCTURE	\$1,320.02
				12024200-80230	INFRASTRUCTURE	\$144.52
	Vendor Total:					\$1,464.54
CINQUINI & PASSARINO INC	7661	LAND SURVEYING AND OFFICE SVCS	\$2,020.00	80126100-80220	BUILDING IMPROVEMENTS	\$2,020.00
	Vendor Total:					\$2,020.00
COFFEE CRITIC INC, THE	R26948	MISC. COFFEE SUPPLIES AS NEEDED	\$90.00	20012200-54100	SUPPLIES	\$90.00
	R27140	MISC. COFFEE SUPPLIES AS NEEDED	\$90.00	20012200-54100	SUPPLIES	\$90.00
	Vendor Total:					\$180.00
COLLEEN HOLLY HUNT	02052	STORM WATER SUPPORT SERVICES F	\$790.00	10024224-52100	CONTRACTUAL SERVICES	\$790.00
	Vendor Total:					\$790.00
COMCAST	5488 NOV 21	INTERNET SERVICES	\$89.86	10521210-55100	TELEPHONE	\$89.86
	1067 NOV 21	INTERNET SERVICES	\$124.81	10521210-55100	TELEPHONE	\$124.81
	Vendor Total:					\$214.67
CONCUR TECHNOLOGIES INC	101400184017	CONCUR EXPENSE PAY SOFTWARE L	\$457.20	20413500-54320	SOFTWARE	\$457.20
	Vendor Total:					\$457.20
COOPER COMPLIANCE CORPORATION	2480	COMPLIANCE & REPORTING SERVICE	\$500.00	80026400-52100	CONTRACTUAL SERVICES	\$500.00
	Vendor Total:					\$500.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DANIEL F MEAD	51063	DUPLICATE KEYS, REPAIRS & MISC	\$250.41	20822500-56300	BUILDING MAINT. & REPAIR	\$250.41
					Vendor Total:	\$250.41
DAVID WEBER	DV102721	INSTRUCTOR	\$168.00	10022850-52100	CONTRACTUAL SERVICES	\$168.00
	DV102721 1	INSTRUCTOR	\$392.00	10022850-52100	CONTRACTUAL SERVICES	\$392.00
					Vendor Total:	\$560.00
DELL MARKETING LP	10529968549	DELL OPTIPLEX DESKTOP	\$1,177.67	10022810-54330	COMPUTER AND TECHNOLOGY	\$1,177.67
					Vendor Total:	\$1,177.67
DEPARTMENT OF JUSTICE	541130	CHEM/TEST REORT CRIMINAL INVES	\$700.00	10020210-52100	CONTRACTUAL SERVICES	\$700.00
					Vendor Total:	\$700.00
EBA ENGINEERING	52105	QTRLY MONITORING AT LANDFILL	\$6,885.00	70024500-52100	CONTRACTUAL SERVICES	\$6,885.00
					Vendor Total:	\$6,885.00
ENHANCED VEHICLE APPLICATIONS LLC	INV135207	MONTHLY DATA SERVICE	\$180.00	10020210-52100	CONTRACTUAL SERVICES	\$180.00
					Vendor Total:	\$180.00
ERIC SINGLETON	2021-SEPT	REIMBURSEMENT - SUPPLIES FOR ENGINES	\$1,082.10	10521210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,082.10
					Vendor Total:	\$1,082.10
FASTENAL	CAUKA44280	MISC. SUPPLIES AS NEEDED	\$12.96	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$12.96
					Vendor Total:	\$12.96
FEDERAL EXPRESS	7-548-95858	SHIPPING SERIVCES	\$30.77	10020210-54101	POSTAGE	\$30.77
					Vendor Total:	\$30.77
GENERAL PACIFIC INC	1422232	(LG-75) LUG, DBL SET SCEW, 750	\$352.76	80000000-12104	INVENTORY - PURCHASES	\$352.76
	1421528	(CP-91) CLAMP, HOT TAP, 2/0 ST	\$385.68	80000000-12104	INVENTORY - PURCHASES	\$385.68
	1422846	(LG-75) LUG, DBL SET SCEW, 750	\$1,356.15	80000000-12104	INVENTORY - PURCHASES	\$1,356.15
	1422982	(CP-91) CLAMP, HOT TAP, 2/0 ST	\$1,701.72	80000000-12104	INVENTORY - PURCHASES	\$1,701.72
					Vendor Total:	\$3,796.31
GRAINGER INC	9078483873	TOILET PAPER	\$55.80	10521210-54100	SUPPLIES	\$55.80
					Vendor Total:	\$55.80
HANSEL FORD	1234626	CAP ASY	\$17.65	10020210-56130	EXTERNAL SERVICES	\$17.65
	CM1232762	RETURN - BRAKE KIT	(\$50.24)	10022100-56130	EXTERNAL SERVICES	(\$50.24)
	1232762	BRAKE KIT	\$60.24	10022100-56130	EXTERNAL SERVICES	\$60.24

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
HANSEL FORD	1234625	RTDKEY 3BU	\$179.17	10024620-56130	EXTERNAL SERVICES	\$179.17
	1233621	BRAKE KIT	\$74.57	20324100-58510	REIMBURSABLE JOBS	\$74.57
	Vendor Total:					\$281.39
INTEGRITY SHRED LLC	124349	DOCUMENT SHREDDING	\$285.00	20012500-52100	CONTRACTUAL SERVICES	\$285.00
	124777	DOCUMENT SHREDDING	\$65.00	10020210-54100	SUPPLIES	\$32.50
				20620231-54100	SUPPLIES	\$32.50
Vendor Total:						\$350.00
INTERSTATE BATTERIES	330006839	BATTERIES	\$151.20	10020210-56130	EXTERNAL SERVICES	\$151.20
	126581	BATTERIES	\$300.22	10024620-56130	EXTERNAL SERVICES	\$300.22
	380047926	BATTERIES	\$302.40	10024620-56130	EXTERNAL SERVICES	\$302.40
Vendor Total:						\$753.82
JACK WANN	DV102621	INSTRUCTOR	\$490.00	10022850-52100	CONTRACTUAL SERVICES	\$490.00
	Vendor Total:					\$490.00
JENNIFER M BRAUS	20212133	AMBULANCE BILLING SERVICES	\$719.14	71021100-52110	AMBULANCE BILLING	\$719.14
	Vendor Total:					\$719.14
KEN FOWLER MOTORS INC	32068	HANDLE	\$116.38	10020210-56130	EXTERNAL SERVICES	\$116.38
	Vendor Total:					\$116.38
LAFCO-LOCAL AGENCY FORMATION COMMISSION OF	DV111221	FINAL PAYMENT UVFD ANNEXATION	\$17,267.86	20012200-52304	LAFCO FEES AND PROP TAX EXP	\$17,267.86
	Vendor Total:					\$17,267.86
LEAVITT COMMUNICATIONS LLC	7071187	MOTOROLA MINITOR VI VHF, BELT CLIP	\$831.00	71021100-56120	EQUIPMENT MAINTENANCE & REPAIR	\$831.00
	Vendor Total:					\$831.00
LES SCHWAB TIRE CENTER	64000558114	MISCELLANEOUS TIRE SERVICES AS	\$37.00	10024620-56130	EXTERNAL SERVICES	\$37.00
	64000555713	MISCELLANEOUS TIRE SERVICES AS	\$369.05	10024620-56130	EXTERNAL SERVICES	\$369.05
	64000556464	MISCELLANEOUS TIRE SERVICES AS	\$732.60	82027114-56130	EXTERNAL SERVICES	\$732.60
	64000558069	MISCELLANEOUS TIRE SERVICES AS	\$49.00	84027225-56130	EXTERNAL SERVICES	\$49.00
Vendor Total:						\$1,187.65
LEXISNEXIS RISK DATA MANAGEMENT INC	1410964-20211031	LEXIS NEXIS LE PLUS SEARCHING	\$76.50	10020210-54202	MAJOR CRIME INVESTIGATIONS	\$76.50
	Vendor Total:					\$76.50
LORELEI SCOTT	9632	POLICE GRAPHICS REPLACEMENT	\$619.77	10020210-56130	EXTERNAL SERVICES	\$619.77

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
LORELEI SCOTT	9629	REMOVAL AMBULANCE REFLECTIVE STRIPING	\$357.50	10521210-56130	EXTERNAL SERVICES	\$357.50
	9630	AMBULANCE NEW GRAPHIC SET	\$925.44	10521210-56130	EXTERNAL SERVICES	\$925.44
	9631	INSTALLATION AMBULANCE OF GRAPHICS	\$967.28	10521210-56130	EXTERNAL SERVICES	\$967.28
	Vendor Total:					\$2,869.99
MARK CLEMENTI PHD	11-01-21FD	PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION	\$774.00	10521210-54161	BACKGROUND & PHYSICALS	\$774.00
					Vendor Total: \$774.00	
MELTON DESIGN GROUP INC	5991	LANDSCAPE ARCHITECT - RIVERSIDE	\$2,718.60	30522250-80220	BUILDING IMPROVEMENTS	\$2,718.60
					Vendor Total: \$2,718.60	
MENDOCINO ANIMAL HOSPITAL INC	14446	VETERINARY SERVICES - JACK	\$773.13	10020210-54100	SUPPLIES	\$773.13
					Vendor Total: \$773.13	
MOTION INDUSTRIES INC	CA23-527851	BEARING, FITTINGS & MISC. ITEM	\$157.60	10024620-56130	EXTERNAL SERVICES	\$157.60
					Vendor Total: \$157.60	
NANCY SKELLY	DV102821	INSTRUCTOR	\$640.00	10022850-52100	CONTRACTUAL SERVICES	\$640.00
					Vendor Total: \$640.00	
NCH CORPORATION	7543536	AEROSOL, DIESEL	\$894.42	20324100-58410	GARAGE LUBRICANTS & PARTS	\$894.42
	7544445	CERTOP INDUSTRIAL ISO	\$905.85	84027225-58410	GARAGE LUBRICANTS & PARTS	\$905.85
	Vendor Total: \$1,800.27					
NOR-CAL RECYCLED ROCK & AGGREGATES INC	13657	MISC ROCK & ROAD PATCH MATERIA	\$836.07	82027114-54100	SUPPLIES	\$419.24
				84027221-54100	SUPPLIES	\$416.83
	Vendor Total: \$836.07					
ONE TIME PAY VENDOR	DV110321	RED REFUND - LIANNA VASQUEZ	\$63.75	10022831-44915	RECREATION PROGRAM INCOME	\$63.75
	0023466	REC REFUND - JEAN STIRLING	\$100.00	10022850-44915	RECREATION PROGRAM INCOME	\$100.00
	0023542	RED REFUND - CASEY O'NEILL	\$100.00	10022850-44915	RECREATION PROGRAM INCOME	\$100.00
	0023606	REC REFUND - SANDY OFERRALL	\$200.00	10022850-44915	RECREATION PROGRAM INCOME	\$200.00
	0023671	REC REFUND - RAYNA FREEDMAN	\$20.00	90000000-23256	SPECIAL EVENTS TRUST	\$20.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ONE TIME PAY VENDOR	0023568	RED REFUND - BREANNA WORRIX	\$30.00	90000000-23256	SPECIAL EVENTS TRUST	\$30.00
	0023688	REC REFUND - SARAH BENNETT	\$50.00	90000000-23256	SPECIAL EVENTS TRUST	\$50.00
	0023733	REC REFUND - CASSANDRA KENT	\$60.00	90000000-23256	SPECIAL EVENTS TRUST	\$60.00
	123907-8	UTILITY REFUND - KURT KUGEL	\$62.43	90100000-10421	UTILITY RECEIVABLES CLEARING	\$62.43
Vendor Total:						\$686.18
OREILLY AUTO PARTS	2707-407787	DISC PAD SET, 1-PC ROTOR	\$379.40	10020210-56130	EXTERNAL SERVICES	\$379.40
	2707-405464	DISC PAD SET	\$80.58	10022100-56130	EXTERNAL SERVICES	\$80.58
	2707-403660	8PK UTILITY, 60OZ DETAILER, QUICK DETAILER, SPRAY	\$47.86	84027225-54100	SUPPLIES	\$47.86
Vendor Total:						\$507.84
PACE SUPPLY CORPORATION	027265785	COUPLING W/SR MISSION, SPG BUSH ADPT	\$342.46	82000000-12104	INVENTORY - PURCHASES	\$313.22
				82027114-54100	SUPPLIES	\$29.24
	027226323	SADDLE, TAPPING	\$696.80	82000000-12104	INVENTORY - PURCHASES	\$696.80
	027117977-3	(F-1) NUT, FLARE, 3/4" CU FORD	\$888.42	82000000-12104	INVENTORY - PURCHASES	\$888.42
	027264553	ULTRA FLEX CPLG	\$928.27	82000000-12104	INVENTORY - PURCHASES	\$928.27
	027203472	(AC-4-M) ACCESSORY KIT 4" MJ R	\$1,779.02	82000000-12104	INVENTORY - PURCHASES	\$1,779.02
	027252803	NIPPLE GALV, GATE VALVE	\$106.73	10024620-54120	PW - SPECIAL SUPPLIES	\$106.73
Vendor Total:						\$4,741.70
PARKER, LUCAS AND ASSOCIATES	19	UNDERWRITING SERVICES FOR BUSI	\$2,812.50	60012612-52155	ACTIVITY DELIVERY	\$437.50
				61123410-52100	CONTRACTUAL SERVICES	\$2,375.00
	20	UNDERWRITING SERVICES FOR BUSI	\$312.50	61123410-52100	CONTRACTUAL SERVICES	\$312.50
Vendor Total:						\$3,125.00
PATRICK INFANTE	TA 11/14-17/21	TRAVEL ADVANCE	\$463.70	10020210-57100	LEARNING AND DEVELOPMENT	\$463.70
Vendor Total:						\$463.70
PETERSON TRUCKS INC	248427RX1	WIPER BLADES	\$25.09	20324100-56120	EQUIPMENT MAINTENANCE & REPAIR	\$25.09
	CM248410R	RETURN - RIVET DIFF DRIVE GEAR	(\$228.50)	20324100-56112	EQUIPMENT PARTS FOR RESALE	(\$228.50)
	CM248483RX1	RETURN - WIPER BLADE	(\$9.23)	20324100-56112	EQUIPMENT PARTS FOR RESALE	(\$9.23)
	248483R	WIPER BLADES	\$18.44	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$18.44

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PETERSON TRUCKS INC	248483RX1	WIPER BLADES	\$36.90	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$36.90
	248087R	WIPER BLADES	\$37.02	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$37.02
	2478463R	WINDSHIELD WASHER SOLVEN	\$61.95	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$61.95
	248760R	FLUID WINDSHIELD SOLVEN, BRAKLEEN	\$81.77	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$81.77
	248427R	WIPER BLADES	\$86.71	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$86.71
	248668R	WIPER BLADES	\$116.50	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$116.50
	248410R	RIVET DIFF DRIVE GEAR	\$290.56	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$290.56
	248087RX1	WIPER BLADES	\$56.53	10521210-56130	EXTERNAL SERVICES	\$56.53
	248085R	FILTER SYSTEM BREATHER, FILTER	\$276.82	10521210-56130	EXTERNAL SERVICES	\$276.82
	248210R	FILTER SYSTEM BREATHER, FILTER	\$406.31	10521210-56130	EXTERNAL SERVICES	\$406.31
	287006S	TRANSMITTER SPEED SENS	\$118.95	20324100-58510	REIMBURSABLE JOBS	\$118.95
	248564R	WIPER BLADES, FILTER HOUSING, WATER SEPARATOR, OIL	\$200.68	20324100-58510	REIMBURSABLE JOBS	\$200.68
	Vendor Total:					\$1,576.50
PROFORCE MARKETING INC	465149	STREAMLIGHT #TLR-1 HL RAIL-MOU	\$3,718.96	10020210-54100	SUPPLIES	\$3,718.96
	Vendor Total:					\$3,718.96
REDWOOD COAST FUELS	2278413	CARDLOCK FUEL PURCHASES	\$414.79	10022100-56210	FUEL & FLUIDS	\$414.79
	2278434	CARDLOCK FUEL PURCHASES	\$442.70	20324100-58410	GARAGE LUBRICANTS & PARTS	\$442.70
	2278491	CARDLOCK FUEL PURCHASES	\$792.00	20324100-58410	GARAGE LUBRICANTS & PARTS	\$792.00
	Vendor Total:					\$1,649.49
REDWOOD FORD	336588	PIGTAIL	\$10.37	10020210-56130	EXTERNAL SERVICES	\$10.37
	336796	KEY CUT	\$16.00	10024620-56130	EXTERNAL SERVICES	\$16.00
	336788	FILTER	\$26.09	10521210-56130	EXTERNAL SERVICES	\$26.09
	336779	SEALANT	\$74.21	20324100-56130	EXTERNAL SERVICES	\$74.21
	336584	BRAKE KIT	\$74.32	80026110-56130	EXTERNAL SERVICES	\$74.32
	336645	ELEMENT KIT, ELEMENT	\$100.81	20324100-58510	REIMBURSABLE JOBS	\$100.81
Vendor Total:						\$301.80

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REDWOOD TREE SERVICE STATIONS INC	OCT 21	CAR WASHES & INTERIOR CLEANING	\$380.72	10020210-56130	EXTERNAL SERVICES	\$339.00
				10023320-56130	EXTERNAL SERVICES	\$41.72
				Vendor Total:		\$380.72
RICHARD THORNTON	0000013212	TELEPHONE PRODUCTS & SERVICES	\$402.84	20023510-54330	COMPUTER AND TECHNOLOGY	\$402.84
				Vendor Total:		\$402.84
ROGINA WATER COMPANY	14355 SEP 21	WATER SERVICE - 1301 TALMAGE RD	\$23.89	10521210-55210	UTILITIES	\$23.89
				Vendor Total:		\$23.89
SAUL PEREZ	TA 11/14-17/21	TRAVEL ADVANCE	\$463.70	10020210-57100	LEARNING AND DEVELOPMENT	\$463.70
				Vendor Total:		\$463.70
SAVINGS BANK OF MENDOCINO COUNTY	OCT 21	LOVERS LANE LOAN PAYMENT	\$1,945.41	91500000-70103	LOAN INTEREST	\$305.49
				91821400-70103	LOAN INTEREST	\$712.81
				91500000-70201	LOAN PRINCIPAL PAYMENTS	\$278.13
				91821400-70201	LOAN PRINCIPAL PAYMENTS	\$648.98
				Vendor Total:		\$1,945.41
STAPLES CREDIT PLAN	7340406825-0	CARD STOCK	\$12.07	10022810-54100	SUPPLIES	\$12.07
	7340406825-0	STAPLES, CARD STOCK	\$39.34	10022810-54100	SUPPLIES	\$39.34
	7341932097-0	RECEIPT BOOK, PLASTIC RECY BIN, SCISSORS	\$58.83	10022810-54100	SUPPLIES	\$58.83
	7340668916-0	INK CARTRIDGE	\$157.49	10022810-54100	SUPPLIES	\$157.49
	7341401003-0	CARDSTOCK	\$24.15	10023320-54100	SUPPLIES	\$24.15
	7341850350-0	CALCULATOR RIBBON, STAPLE REMOVERS, PILOT PRECISE	\$81.06	10023320-54100	SUPPLIES	\$5.61
				20012200-54100	SUPPLIES	\$68.46
				20013400-54100	SUPPLIES	\$6.99
	7341717518-0	PASTELS PAPER	\$6.61	10521210-54100	SUPPLIES	\$6.61
	7341716401-0	PENS, PAPER, ENVELOPES	\$79.81	10521210-54100	SUPPLIES	\$79.81
	7341733403-0	STAPLES, STICKIE NOTES	\$49.12	20012200-54100	SUPPLIES	\$44.94
				20013400-54100	SUPPLIES	\$4.18
	7340876346-0	STAPLE REMOVER, LETTER OPENER, TONER	\$121.75	20013210-54100	SUPPLIES	\$121.75

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
STAPLES CREDIT PLAN	7341058352-0	INDEX DEVIDERS, TACKBOARD	\$11.65	20023510-54100	SUPPLIES	\$11.65
Vendor Total:						\$641.88
STEPHANIE ABBA	OCT 21	MILEAGE REIMBURSEMENT	\$23.30	10521210-56130	EXTERNAL SERVICES	\$23.30
	TR 10/24-27/21	TRAVEL REIMBURSEMENT	\$542.76	10521210-57100	LEARNING AND DEVELOPMENT	\$542.76
Vendor Total:						\$566.06
STERICYCLE INC	3005750253	"SHARPS" DISPOSAL AS NEEDED	\$22.22	10020210-54100	SUPPLIES	\$22.22
Vendor Total:						\$22.22
TEAM GHILOTTI INC	828002	TRANSPORTION IMPROVEMENTS GOBB	\$38,994.56	50924210-80230	INFRASTRUCTURE	\$38,994.56
Vendor Total:						\$38,994.56
THATCHER COMPANY OF CALIFORNIA INC	2021250100342	CHLORINE PRODUCTS FY	\$3,871.06	82027111-58202	CHEMICALS	\$3,871.06
Vendor Total:						\$3,871.06
UKIAH AUTO PARTS	235744	WIPER BLADE	\$27.68	10022100-56120	EQUIPMENT MAINTENANCE & REPAIR	\$27.68
	234764	RETURN - SPRE TIRE CVR	(\$163.20)	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	(\$163.20)
	233102	HOSE	\$12.24	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$12.24
	237125	ADAPTER	\$15.81	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$15.81
	236836	WIPER BLADES	\$55.35	10020210-56130	EXTERNAL SERVICES	\$55.35
	236807	SPARK PLUGS	\$4.01	10022100-56130	EXTERNAL SERVICES	\$4.01
	236034	SPARK PLUGS, PREMATEX QUICKTITE	\$49.64	10022100-56130	EXTERNAL SERVICES	\$49.64
	236781	RETURN - CORE DEPOSIT	(\$20.00)	10022810-56130	EXTERNAL SERVICES	(\$20.00)
	236742	BATTERY	\$168.53	10022810-56130	EXTERNAL SERVICES	\$168.53
	233341	OIL FILTERS, FUEL FILTER	\$66.57	10024620-56130	EXTERNAL SERVICES	\$66.57
	233374	AIR FILTER	\$178.33	10024620-56130	EXTERNAL SERVICES	\$178.33
	233337	HEALDLIGHT BULB	\$13.71	80026110-56130	EXTERNAL SERVICES	\$13.71
	234028	AW 22 HYDR OIL 5GAL	\$367.95	80026110-56130	EXTERNAL SERVICES	\$367.95
	236726	WIPER BLADE	\$27.68	82027111-56130	EXTERNAL SERVICES	\$27.68
	235795	AIR FILTER	\$24.00	82027114-56130	EXTERNAL SERVICES	\$24.00
	235794	AIR FILTER, OIL FILTER	\$34.36	82027114-56130	EXTERNAL SERVICES	\$34.36

List of Checks Presented for Approval on 11/12/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UKIAH AUTO PARTS	234587	OIL FILTER, CABIN AIR FILTER	\$21.98	84027225-56130	EXTERNAL SERVICES	\$21.98
	233165	SPARE TIRE CVR	\$118.13	84027225-56130	EXTERNAL SERVICES	\$118.13
	234048	2.5 DEF	\$10.88	84027225-56210	FUEL & FLUIDS	\$10.88
	233892	AIR FILTER	\$80.83	20324100-58510	REIMBURSABLE JOBS	\$80.83
	233897	AIR FILTER	\$113.65	20324100-58510	REIMBURSABLE JOBS	\$113.65
	236760	WIPER BLADES	\$27.68	84027225-54100	SUPPLIES	\$27.68
Vendor Total:						\$1,235.81
UKIAH VALLEY ASSOCIATION FOR HABILITATION INC	IN24035	JANITORIAL SERVICES - WWP FY 2	\$720.00	84027225-52100	CONTRACTUAL SERVICES	\$720.00
	Vendor Total:					\$720.00
UKIAH VALLEY FRIENDS OF THE LIBRARY	DV110221	JURISDICTION SUPPORT FOR LIBRARY NEEDS	\$2,500.00	63020210-59105	CONTRIBUTIONS TO OTHER AGENCY	\$2,500.00
	Vendor Total:					\$2,500.00
UKIAH WASTE SOLUTIONS INC	SEP 21	STREET SWEEPING	\$400.00	84027225-52100	CONTRACTUAL SERVICES	\$400.00
	OCT 21	STREET SWEEPING	\$406.00	84027225-52100	CONTRACTUAL SERVICES	\$406.00
	Vendor Total:					\$806.00
USA BLUEBOOK	768415	PRESSURE GUAGES	\$389.36	82027114-54100	SUPPLIES	\$389.36
	Vendor Total:					\$389.36
VWR INTERNATIONAL INC	8806103314	SATURATED KCL SOLUTION	\$71.15	84027225-54103	LAB SUPPLIES	\$71.15
	Vendor Total:					\$71.15
WAGNER & BONSIGNORE	10-21-288	ENG SVCS FOR WATER RIGHT PERMI	\$1,168.75	82027110-52100	CONTRACTUAL SERVICES	\$1,168.75
	Vendor Total:					\$1,168.75
WASTE MANAGEMENT	2838104-2561-3	GARBAGE SERVICE - 141 LOVERS LN	\$71.31	10521210-55210	UTILITIES	\$71.31
	2837923-2561-7	GARBAGE SERVICE - 1500 S STATE ST	\$71.31	10521210-55210	UTILITIES	\$71.31
	Vendor Total:					\$142.62
WEST YOST ASSOCIATES INC	2046992	RRWA EXECUTIVE DIRECTOR SERVIC	\$30,105.62	91190100-52100	CONTRACTUAL SERVICES	\$30,105.62
	Vendor Total:					\$30,105.62
WILLOW COUNTY WATER DIST	10010 OCT 21	WATER SERVICE - 1500 S STATE ST	\$44.12	10521210-55210	UTILITIES	\$44.12
	40351 OCT 21	WATER SERVICE - 1640 S STATE ST	\$20.00	31122000-55210	UTILITIES	\$20.00
	40353 OCT 21	WATER SERVICE - 1640 S STATE ST	\$37.58	31122000-55210	UTILITIES	\$37.58
	Vendor Total:					\$101.70

List of Checks Presented for Approval on 11/12/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
XEROX CORP	014757286	COPIER LEASE - SEE ADD'L DESCR	\$163.23	73022600-52100	CONTRACTUAL SERVICES	\$163.23
	014757285	COPIER LEASE - SEE ADD'L DESCR	\$497.36	10020210-54500	EQUIP RENTS AND LEASES	\$348.16
				20620231-54500	EQUIP RENTS AND LEASES	\$99.48
				64020213-54500	EQUIP RENTS AND LEASES	\$49.72
				014757282	COPIER LEASE - SEE ADD'L DESCR	\$458.37
	014757284	XEROX CB070H COPIER LEASE	\$655.44	20012200-54500	EQUIP RENTS AND LEASES	\$655.44
	014757283	COPIER LEASE - SEE ADD'L DESCR	\$962.11	20012200-54500	EQUIP RENTS AND LEASES	\$962.11
	Vendor Total:					\$2,736.51
ZAB ENTERPRISES INC	OCT 21 CC	PROVIDE MISC. FOOD DISHES AS N	\$2,776.60	90000000-23219	PUMPKINFEST	\$300.00
				73022600-54100	SUPPLIES	\$2,476.60
				Vendor Total:		
INVOICE TOTAL:						\$179,426.22

List of Checks Presented for Approval on 11/19/2021

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

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ALHAMBRA NATIONAL WATER	5109554 110621	DRINKING WATER SERVICES	\$75.66	84027225-54100	SUPPLIES	\$75.66
Vendor Total:						\$75.66
ALL-GUARD ALARM SYSTEMS INC	A341052	MONTHLY MONITORING AT WWTP	\$91.40	84027225-52180	SECURITY SERVICES	\$91.40
Vendor Total:						\$91.40
ALTEC INDUSTRIES INC	11775054	PARTS & MATERIALS AS NEEDED	\$51.60	80026110-56130	EXTERNAL SERVICES	\$51.60
Vendor Total:						\$51.60
AMAZON CAPITAL SERVICES	1LRJ-CQLP-WNRK	FILTER REPLACEMENT FOR BLOWER	\$973.08	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$973.08
	17VC-1PV9-7JFV	RIVETING TOOLS, CRIMPING TOOL	\$111.38	20324100-54102	SMALL TOOLS	\$111.38
	1GJT-KDJX-41P9	LAPTOP BATTERY	\$71.12	20620231-54100	SUPPLIES	\$71.12
	1WVP-FKJR-RRFX	COMPUTER MONITOR, WALL MOUNT	\$482.84	20620231-54100	SUPPLIES	\$482.84
	1NXT-XDTC-D6VC	ELECTRIC DEPT OFFICE SUPPLIES	\$135.67	80026400-54100	SUPPLIES	\$135.67
Vendor Total:						\$1,774.09
ANIXTER	4996566-02	CHEM CLEANER RAPID DRY CONTACT	\$422.26	80000000-12104	INVENTORY - PURCHASES	\$422.26
	5065748-02	(CP-60) CLAMP, PG AL, 3/0-397.	\$1,098.33	80000000-12104	INVENTORY - PURCHASES	\$1,098.33
	5078414-00	(NEW #) POLYWATER UPR WOOD UTI	\$1,304.32	80000000-12104	INVENTORY - PURCHASES	\$1,304.32
	5078442-01	HOOK GUY 3/4" BOLT	\$800.23	80026120-54100	SUPPLIES	\$800.23
Vendor Total:						\$3,625.14
ANTONIO JACINTO	DV110121	DIA DE LOS MUERTOS FACE PAINTING	\$150.00	90000000-23256	SPECIAL EVENTS TRUST	\$150.00
Vendor Total:						\$150.00
AQUALITEC CORP	042021	#GLC-19-605B ROLLER FOR RAKE B	\$3,958.90	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$3,958.90
Vendor Total:						\$3,958.90
AT&T	000017274295	T1 TO INTERNET FOR DOJ/CLETS	\$301.86	10020210-55100	TELEPHONE	\$150.93
				20620231-55100	TELEPHONE	\$150.93
	000017277239	TELEPHONE SERVICES	\$16.51	10521210-55100	TELEPHONE	\$16.51

List of Checks Presented for Approval on 11/19/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AT&T	000017277238	TELEPHONE SERVICES	\$22.92	10521210-55100	TELEPHONE	\$22.92
	000017300785	T1 TO INTERNET	\$573.75	20913900-55100	TELEPHONE	\$573.75
	000017301182	TELEPHONE SERVICES	\$5,424.70	20913900-55100	TELEPHONE	\$5,424.70
	1718 NOV 21	CC TERMINAL	\$209.82	77725200-55100	TELEPHONE	\$209.82
Vendor Total:						\$6,549.56
AT&T MOBILITY	87303138700 X10102021	FIRE CELL PHONES	\$556.84	10521210-55100	TELEPHONE	\$556.84
	87303138700 X11102021	FIRE CELL PHONES	\$556.84	10521210-55100	TELEPHONE	\$556.84
Vendor Total:						\$1,113.68
BAY AREA BARRICADE SERVICE INC	0025452	SIGNS, SIGN POSTS	\$545.34	10024620-54127	PW - SIGN POSTS/SHEETING	\$545.34
Vendor Total:						\$545.34
BRETT CHAPMAN	TA 11/30-12/1/21	TRAVEL ADVANCE	\$30.00	10020210-57100	LEARNING AND DEVELOPMENT	\$30.00
Vendor Total:						\$30.00
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY	INV-1142	CONTRIBUTION, WC QTR 10/1-12/31/21	\$302,656.00	20116220-52525	WORKER'S COMP. EXPENSE	\$302,656.00
Vendor Total:						\$302,656.00
CALIFORNIA WATER ENVIRONMENT ASSOCIATION	396372 FY21/22	LICENSE RENEWAL - T ANDERSON	\$91.00	84027225-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$91.00
Vendor Total:						\$91.00
CARLOS DE LUNA	DV102821	INSTRUCTOR	\$880.60	10022850-52100	CONTRACTUAL SERVICES	\$880.60
Vendor Total:						\$880.60
CARTER GRISSOM	DV110921	PROMOTER FOR SUNDAYS IN THE PA	\$4,000.00	90000000-23226	CONCERT SERIES	\$4,000.00
Vendor Total:						\$4,000.00
CINDY SAUERS	DV111721	REIMBURSEMENT - LICENSE RENEWAL	\$180.00	80026400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$180.00
Vendor Total:						\$180.00
CINTAS CORPORATION	4098094758	RUG/MAT & UNIFORM SERVICES	\$85.39	20822500-56300	BUILDING MAINT. & REPAIR	\$85.39
	4099417713	RUG/MAT & UNIFORM SERVICES	\$85.39	20822500-56300	BUILDING MAINT. & REPAIR	\$85.39
	5079181482	RUG/MAT & UNIFORM SERVICES	\$55.31	20324100-52100	CONTRACTUAL SERVICES	\$55.31
	4099417724	RUG/MAT & UNIFORM SERVICES	\$75.73	20324100-52100	CONTRACTUAL SERVICES	\$26.38
				20824300-52100	CONTRACTUAL SERVICES	\$49.35
	4098751899	RUG/MAT & UNIFORM SERVICES	\$170.78	20324100-52100	CONTRACTUAL SERVICES	\$26.38

List of Checks Presented for Approval on 11/19/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CINTAS CORPORATION	4098751899	RUG/MAT & UNIFORM SERVICES	\$170.78	20824300-52100	CONTRACTUAL SERVICES	\$144.40
	4100113308	RUG/MAT & UNIFORM SERVICES	\$239.24	20324100-52100	CONTRACTUAL SERVICES	\$26.38
				20824300-52100	CONTRACTUAL SERVICES	\$212.86
	4098094807	RUG/MAT & UNIFORM SERVICES	\$245.73	20324100-52100	CONTRACTUAL SERVICES	\$196.38
				20824300-52100	CONTRACTUAL SERVICES	\$49.35
	4098094681	RUG/MAT & UNIFORM SERVICES	\$35.00	31122000-52100	CONTRACTUAL SERVICES	\$35.00
	4099417571	RUG/MAT & UNIFORM SERVICES	\$35.00	31122000-52100	CONTRACTUAL SERVICES	\$35.00
	4098094775	RUG/MAT & UNIFORM SERVICES	\$35.00	73022600-52100	CONTRACTUAL SERVICES	\$35.00
	4099417619	RUG/MAT & UNIFORM SERVICES	\$35.00	73022600-52100	CONTRACTUAL SERVICES	\$35.00
	4097573979	RUG/MAT & UNIFORM SERVICES	\$44.92	77725200-54100	SUPPLIES	\$44.92
	4098212458	RUG/MAT & UNIFORM SERVICES	\$44.92	77725200-54100	SUPPLIES	\$44.92
	4098866619	RUG/MAT & UNIFORM SERVICES	\$44.92	77725200-54100	SUPPLIES	\$44.92
	4099544150	RUG/MAT & UNIFORM SERVICES	\$44.92	77725200-54100	SUPPLIES	\$44.92
	4100245002	RUG/MAT & UNIFORM SERVICES	\$44.92	77725200-54100	SUPPLIES	\$44.92
					Vendor Total:	\$1,322.17
COMCAST	0472 NOV 21	INTERNET SERVICES	\$161.77	20913900-55100	TELEPHONE	\$161.77
	1296 NOV 21	INTERNET SERVICES	\$173.12	20913900-55100	TELEPHONE	\$173.12
	4635 NOV 21	INTERNET SERVICES	\$246.49	20913900-55100	TELEPHONE	\$246.49
	9780 NOV 21	INTERNET SERVICES	\$145.88	73022600-55100	TELEPHONE	\$145.88
					Vendor Total:	\$727.26
COUNTY OF MENDOCINO	2021-165	LEGAL SERVICES - UVFA	\$160.00	10521210-52150	LEGAL SERVICES/ EXPENSES	\$160.00
					Vendor Total:	\$160.00
DANIEL STEEL & MACHINE INC	15856	SERVICE TIRE REPAIR	\$220.00	80026110-56130	EXTERNAL SERVICES	\$220.00
					Vendor Total:	\$220.00
DAVID RAPPORT	7330	LEGAL SERVICES FOR FY 21/22	\$276.00	20014000-52150	LEGAL SERVICES/ EXPENSES	\$276.00
	7329	LEGAL SERVICES FOR FY 21/22	\$27,131.89	20014000-52150	LEGAL SERVICES/ EXPENSES	\$196.10
				20014000-52150	LEGAL SERVICES/ EXPENSES	\$588.31
				20014000-52150	LEGAL SERVICES/ EXPENSES	\$23,693.55

List of Checks Presented for Approval on 11/19/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DAVID RAPPORT	7329	LEGAL SERVICES FOR FY 21/22	\$27,131.89	20414000-52150	LEGAL SERVICES/ EXPENSES	\$1,045.88
				80014000-52150	LEGAL SERVICES/ EXPENSES	\$248.40
				82014000-52150	LEGAL SERVICES/ EXPENSES	\$411.82
				84014000-52150	LEGAL SERVICES/ EXPENSES	\$677.64
				90214000-52150	LEGAL SERVICES/ EXPENSES	\$270.19
				Vendor Total:		\$27,407.89
DAY CARTER & MURPHY LLP	29529	LEGAL SERVICES FOR WESTERN HIL	\$1,520.00	80026400-52100	CONTRACTUAL SERVICES	\$1,520.00
				Vendor Total:		\$1,520.00
DEEP VALLEY SECURITY	383875 6	SECURITY SYSTEM MONITORING AT	\$39.95	10022100-52180	SECURITY SERVICES	\$39.95
	383875	ALARM SERVICES PER ATTACHED CO	\$278.65	10022100-52180	SECURITY SERVICES	\$26.95
				10022100-52180	SECURITY SERVICES	\$29.95
				10022700-52180	SECURITY SERVICES	\$42.95
				20822500-52180	SECURITY SERVICES	\$42.95
				20824300-52180	SECURITY SERVICES	\$49.00
				73022600-52180	SECURITY SERVICES	\$19.95
				73022600-52180	SECURITY SERVICES	\$21.95
				82027111-52180	SECURITY SERVICES	\$20.00
				82027111-52180	SECURITY SERVICES	\$24.95
	383875 5	SECURITY UPGRADE & MONITORING/	\$42.95	10022700-52180	SECURITY SERVICES	\$42.95
	383875 1	MONITORING - SOFTBALL COMPLEX	\$32.95	10022822-52180	SECURITY SERVICES	\$32.95
	383875 2	SECURITY MONITORING SVCS - STR	\$34.95	20824300-52180	SECURITY SERVICES	\$34.95
	383875 3	SECURITY MONITORING SVCS - GAR	\$46.95	20824300-52180	SECURITY SERVICES	\$46.95
	383875 4	PROVIDE AND INSTALL ELECTRONIC	\$52.95	80026400-52180	SECURITY SERVICES	\$52.95
	384671	BATTERY - MENS SOFTBALL FIELD	\$173.54	10022100-54100	SUPPLIES	\$173.54
			Vendor Total:		\$702.89	
DELL MARKETING LP	10524301856	DELL LATITUDE 5520 LAPTOP	\$1,538.63	20023510-54330	COMPUTER AND TECHNOLOGY	\$1,538.63
				Vendor Total:		\$1,538.63

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DENBESTE LANDSCAPE SUPPLIES	21950	MISC. LANDSCAPE SUPPLIES AS NE	\$135.92	10022100-59400	OTHER EXPENSES	\$135.92
	21938	MISC. LANDSCAPE SUPPLIES AS NE	\$145.63	10022100-59400	OTHER EXPENSES	\$145.63
	21940	MISC. LANDSCAPE SUPPLIES AS NE	\$145.63	10022100-59400	OTHER EXPENSES	\$145.63
	21947	MISC. LANDSCAPE SUPPLIES AS NE	\$145.63	10022100-59400	OTHER EXPENSES	\$145.63
					Vendor Total:	\$572.81
DEPARTMENT OF JUSTICE	543054	FINGERPRINTS	\$294.00	10020210-54169	LIVESCAN	\$294.00
					Vendor Total:	\$294.00
DEPT OF MOTOR VEHICLES	63TF52	REGISTRATION	\$77.00	77725200-56130	EXTERNAL SERVICES	\$77.00
					Vendor Total:	\$77.00
E SOURCE COMPANIES LLC	20835	PM FOR UTILITY BILLING CIS REP	\$5,151.00	20513300-52100	CONTRACTUAL SERVICES	\$5,151.00
					Vendor Total:	\$5,151.00
E&M ELECTRIC & MACHINERY, INC	386191	CF-PREMIUM-R-WW, RENEWAL - EXP	\$14,520.00	84027225-52100	CONTRACTUAL SERVICES	\$14,520.00
					Vendor Total:	\$14,520.00
EFAX CORPORATE	3551873	EFAX SERVICES	\$149.50	20012200-52100	CONTRACTUAL SERVICES	\$149.50
					Vendor Total:	\$149.50
ELLIES MUTT HUT	629237	INTERVIEW LUNCHES	\$94.67	20016100-54163	INTERVIEW SUPPLIES	\$94.67
					Vendor Total:	\$94.67
EPIC AVIATION LLC	7494224	JET A FUEL	\$16,522.27	77725200-58401	AVIATION FUEL	\$16,522.27
					Vendor Total:	\$16,522.27
ERIC RODELLO	TA 11/29/21	TRAVEL ADVANCE	\$15.00	10020210-57100	LEARNING AND DEVELOPMENT	\$15.00
					Vendor Total:	\$15.00
EVERYTHING ICE INC	1096-2	ICE RINK	\$103,852.50	31422860-80100	MACHINERY & EQUIPMENT	\$103,852.50
					Vendor Total:	\$103,852.50
FASTENAL	CAUKA44322	MISC. SUPPLIES AS NEEDED	\$388.00	10024620-54120	PW - SPECIAL SUPPLIES	\$388.00
					Vendor Total:	\$388.00
FEDERAL EXPRESS	7-556-45405	SHIPPING SERVICES	\$98.09	84027221-54101	POSTAGE	\$49.05
				84027225-54101	POSTAGE	\$49.04
					Vendor Total:	\$98.09

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FIRST RESPONDER SUPPORT NETWORK	DV110221	REGISTRATION - M STOUT	\$375.00	10020210-57100	LEARNING AND DEVELOPMENT	\$375.00
					Vendor Total:	\$375.00
FLEETPRIDE	83247993	DASH CONTROL VALVE, KNOB	\$75.18	10521210-56130	EXTERNAL SERVICES	\$75.18
					Vendor Total:	\$75.18
FRANK ROMANO	13880	K9 BOARDING AND CARE SERVICES	\$313.00	10020210-54100	SUPPLIES	\$313.00
					Vendor Total:	\$313.00
FRIEDMANS HOME IMPROVEMENT	INV13938089	MISC. ITEMS AS NEEDED	\$89.90	20822500-56300	BUILDING MAINT. & REPAIR	\$89.90
	INV13842002	MISC. ITEMS AS NEEDED	\$100.25	73022600-56300	BUILDING MAINT. & REPAIR	\$100.25
	INV13858917	MISC. ITEMS AS NEEDED	\$176.31	73022600-56300	BUILDING MAINT. & REPAIR	\$176.31
	INV13848559	MISC. ITEMS AS NEEDED	\$68.10	77725200-56300	BUILDING MAINT. & REPAIR	\$68.10
	INV13949022	MISC. ITEMS AS NEEDED	\$139.66	82027111-56300	BUILDING MAINT. & REPAIR	\$139.66
	INV13903085	MISC. ITEMS AS NEEDED	\$774.96	82027111-56300	BUILDING MAINT. & REPAIR	\$774.96
	INV13883658	MISC. ITEMS AS NEEDED	\$15.96	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$15.96
	INV13884278	MISC. ITEMS AS NEEDED	\$84.64	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$84.64
	INV13925494	MISC. ITEMS AS NEEDED	\$433.66	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$433.66
	INV13953222	MISC. ITEMS AS NEEDED	\$23.77	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$23.77
	INV13888157	MISC. ITEMS AS NEEDED	\$25.40	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$25.40
	INV13849153	MISC. ITEMS AS NEEDED	\$23.90	10521210-56130	EXTERNAL SERVICES	\$23.90
	INV13964164	MISC. ITEMS AS NEEDED	\$32.03	10521210-56130	EXTERNAL SERVICES	\$32.03
	INV13883327	MISC. ITEMS AS NEEDED	\$10.59	10022100-59400	OTHER EXPENSES	\$10.59
	INV13849788	MISC. ITEMS AS NEEDED	\$16.21	10022100-59400	OTHER EXPENSES	\$16.21
	INV13978253	MISC. ITEMS AS NEEDED	\$63.18	10020210-54201	PRISONER EXPENSE	\$63.18
	INV13889293	MISC. ITEMS AS NEEDED	\$35.65	90000000-23219	PUMPKINFEST	\$35.65
	INV13888451	MISC. ITEMS AS NEEDED	\$77.46	90000000-23219	PUMPKINFEST	\$77.46
	INV13858873	MISC. ITEMS AS NEEDED	\$87.68	90000000-23219	PUMPKINFEST	\$87.68

List of Checks Presented for Approval on 11/19/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	INV13884007	MISC. ITEMS AS NEEDED	\$108.16	90000000-23219	PUMPKINFEST	\$108.16
	INV13912488	MISC. ITEMS AS NEEDED	\$335.87	90000000-23219	PUMPKINFEST	\$335.87
	INV13857777	MISC. ITEMS AS NEEDED	\$18.34	10024620-54120	PW - SPECIAL SUPPLIES	\$18.34
	INV13951549	MISC. ITEMS AS NEEDED	\$39.85	10024620-54120	PW - SPECIAL SUPPLIES	\$39.85
	INV13885066	MISC. ITEMS AS NEEDED	\$70.12	10024620-54120	PW - SPECIAL SUPPLIES	\$70.12
	INV13858436	MISC. ITEMS AS NEEDED	\$70.97	10024620-54120	PW - SPECIAL SUPPLIES	\$70.97
	INV13933191	MISC. ITEMS AS NEEDED	\$722.97	10022100-54102	SMALL TOOLS	\$722.97
	INV13928800	MISC. ITEMS AS NEEDED	\$151.34	84027221-54102	SMALL TOOLS	\$151.34
	INV13972473	MISC. ITEMS AS NEEDED	\$16.07	90000000-23256	SPECIAL EVENTS TRUST	\$16.07
	INV13864392	MISC. ITEMS AS NEEDED	\$28.34	10022100-54100	SUPPLIES	\$28.34
	INV13858503	MISC. ITEMS AS NEEDED	\$38.47	10022100-54100	SUPPLIES	\$38.47
	INV13916942	MISC. ITEMS AS NEEDED	\$41.55	10022100-54100	SUPPLIES	\$41.55
	INV13896381	MISC. ITEMS AS NEEDED	\$57.54	10022100-54100	SUPPLIES	\$57.54
	INV13830113	MISC. ITEMS AS NEEDED	\$88.37	10022100-54100	SUPPLIES	\$88.37
	INV13926066	MISC. ITEMS AS NEEDED	\$146.97	10022100-54100	SUPPLIES	\$146.97
	INV13963716	MISC. ITEMS AS NEEDED	\$168.24	10022100-54100	SUPPLIES	\$168.24
	INV13918910	MISC. ITEMS AS NEEDED	\$293.94	10022100-54100	SUPPLIES	\$293.94
	INV13947690	MISC. ITEMS AS NEEDED	\$305.07	10022100-54100	SUPPLIES	\$305.07
	INV13924854	MISC. ITEMS AS NEEDED	\$440.91	10022100-54100	SUPPLIES	\$440.91
	INV13964607	MISC. ITEMS AS NEEDED	\$141.52	10022810-54100	SUPPLIES	\$141.52
	INV13903361	MISC. ITEMS AS NEEDED	\$8.39	10024210-54100	SUPPLIES	\$8.39
	INV13888609	MISC. ITEMS AS NEEDED	\$47.83	10024210-54100	SUPPLIES	\$47.83
	INV13927731	MISC. ITEMS AS NEEDED	\$35.59	80026110-54100	SUPPLIES	\$35.59
	INV13959091	MISC. ITEMS AS NEEDED	\$72.73	80026110-54100	SUPPLIES	\$72.73
	INV13968958	MISC. ITEMS AS NEEDED	\$12.51	80026120-54100	SUPPLIES	\$12.51
	INV13968578	MISC. ITEMS AS NEEDED	\$35.59	80026120-54100	SUPPLIES	\$35.59
	INV13861973	MISC. ITEMS AS NEEDED	\$20.29	80026220-54100	SUPPLIES	\$20.29
	INV13848012	MISC. ITEMS AS NEEDED	\$25.03	80026220-54100	SUPPLIES	\$25.03
	INV13863346	MISC. ITEMS AS NEEDED	\$118.20	80026220-54100	SUPPLIES	\$118.20

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	INV13954209	MISC. ITEMS AS NEEDED	\$217.72	82027110-54100	SUPPLIES	\$217.72
	INV13859895	MISC. ITEMS AS NEEDED	\$10.81	82027111-54100	SUPPLIES	\$10.81
	INV13967661	MISC. ITEMS AS NEEDED	\$76.92	82027111-54100	SUPPLIES	\$76.92
	INV13931675	MISC. ITEMS AS NEEDED	\$155.54	82027111-54100	SUPPLIES	\$155.54
	INV13928444	MISC. ITEMS AS NEEDED	\$222.69	82027111-54100	SUPPLIES	\$222.69
	INV13852335	MISC. ITEMS AS NEEDED	\$11.03	82027114-54100	SUPPLIES	\$11.03
	INV13859366	MISC. ITEMS AS NEEDED	\$20.92	82027114-54100	SUPPLIES	\$20.92
	INV13864114	MISC. ITEMS AS NEEDED	\$29.27	82027114-54100	SUPPLIES	\$29.27
	INV13920240	MISC. ITEMS AS NEEDED	\$32.95	82027114-54100	SUPPLIES	\$32.95
	INV13972777	MISC. ITEMS AS NEEDED	\$35.57	82027114-54100	SUPPLIES	\$35.57
	INV13928218	MISC. ITEMS AS NEEDED	\$51.59	82027114-54100	SUPPLIES	\$51.59
	INV13848751	MISC. ITEMS AS NEEDED	\$6.52	84027225-54100	SUPPLIES	\$6.52
Vendor Total:						\$6,811.61
GCR TIRES & SERVICES	851-52643	TIRES, TUBES, REPARIS & LABOR	\$793.93	10020210-56130	EXTERNAL SERVICES	\$793.93
	851-52800	TIRES, TUBES, REPARIS & LABOR	\$451.48	10022100-56130	EXTERNAL SERVICES	\$451.48
	851-52728	#227023 BS 225/70R19.5/14 M729	\$1,714.08	80026110-56130	EXTERNAL SERVICES	(\$131.04)
				80026110-56130	EXTERNAL SERVICES	\$1,845.12
	851-52638	6 EA. BS 225/70R19.5/14 M729F	\$2,560.33	80026110-56130	EXTERNAL SERVICES	\$2,560.33
Vendor Total:						\$5,519.82
GCS ENVIRONMENTAL EQUIP SRVS	24185	SWITCH-DUMP DOOR/INSIDE	\$88.53	10024620-56130	EXTERNAL SERVICES	\$88.53
Vendor Total:						\$88.53
GEORGE DUTTON	21-086	NARRATIVE APPRAISAL REPORT FOR	\$1,750.00	96917200-52100	CONTRACTUAL SERVICES	\$1,750.00
Vendor Total:						\$1,750.00
GHD INC	380-0004222	DOWNTOWN STREETSCAPE - UNDERGR	\$11,605.03	12024200-80230	INFRASTRUCTURE	\$9,588.68
				50924200-80230	INFRASTRUCTURE	\$525.07
				82227113-80230	INFRASTRUCTURE	\$745.64
				84427221-80230	INFRASTRUCTURE	\$745.64
	380-0004328	ENGINEERING SVS FOR PHASE 2 ST	\$32,005.53	12024200-80230	INFRASTRUCTURE	\$10,668.51

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GHD INC	380-0004328	ENGINEERING SVS FOR PHASE 2 ST	\$32,005.53	82227113-80230	INFRASTRUCTURE	\$10,668.51
				84427221-80230	INFRASTRUCTURE	\$10,668.51
				Vendor Total:		\$43,610.56
GRAFIX SHOPPE	141704	VEHICLE GRAPHIC KIT, PD	\$371.52	90000000-20210	BASIC TAX 7.5%	(\$32.98)
				10020210-56130	EXTERNAL SERVICES	\$32.98
				10020210-56130	EXTERNAL SERVICES	\$371.52
				Vendor Total:		\$371.52
GRAINGER INC	9095532173	QUICK DISCONNECT COUPLERS, INSERTS	\$69.90	84027225-54103	LAB SUPPLIES	\$69.90
	9107352834	PH STORAGE SOLUTION	\$82.74	84027225-54103	LAB SUPPLIES	\$82.74
	9098673156	QUICK DISCONNECT COUPLERS, INSERTS	\$92.18	84027225-54103	LAB SUPPLIES	\$92.18
			Vendor Total:		\$244.82	
GRIDIRON REAL ESTATE INVESTMENT CORP	0012	REGISTRATION - M BRAZILL	\$300.00	10020210-57100	LEARNING AND DEVELOPMENT	\$300.00
				Vendor Total:		\$300.00
HACH COMPANY	12721670	PH STORAGE SOLUTION	\$46.87	84027225-54103	LAB SUPPLIES	\$46.87
	12690655	LAB SUPPLIES	\$114.51	84027225-54103	LAB SUPPLIES	\$114.51
	12688148	LAB SUPPLIES	\$433.22	84027225-54103	LAB SUPPLIES	\$433.22
			Vendor Total:		\$594.60	
HAROLD J LANCE JR	OCT 21	LEGAL SERVICES	\$1,160.00	10521210-52150	LEGAL SERVICES/ EXPENSES	\$1,160.00
				Vendor Total:		\$1,160.00
IXII GROUP INC	6706	REGISTRATION - PD	\$125.00	20012800-57100	LEARNING AND DEVELOPMENT	\$125.00
	6687	REGISTRATION - C PITTMAN, H GUPTA, S LACOY	\$297.00	20620231-57100	LEARNING AND DEVELOPMENT	\$297.00
	6686	REGISTRATION - C PITTMAN, S LACOY, T MCPHERSON	\$297.00	20620231-57100	LEARNING AND DEVELOPMENT	\$297.00
	6688	REGISTRATION - C PITTMAN, H GUPTA, P MATHIAS	\$375.00	20620231-57100	LEARNING AND DEVELOPMENT	\$375.00
	6445	REGISTRATION - K ROCKEL	\$296.00	20620232-57100	LEARNING AND DEVELOPMENT	\$296.00
			Vendor Total:		\$1,390.00	
JACK MILLER	21117	#CXI1371-X3 CXI EXPLOSION-PROO	\$1,461.23	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,461.23
				Vendor Total:		\$1,461.23

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
JASON SODERQUIST	H0108164	ALIPHATIC ACRYLIC URETHANE	\$357.53	82027111-56300	BUILDING MAINT. & REPAIR	\$357.53
	U0015022	PASTL BASE, CATALYST	\$316.90	84027225-56300	BUILDING MAINT. & REPAIR	\$316.90
					Vendor Total:	\$674.43
JOHN'S LOCK & SAFE	10773	MISC LOCK & KEYSERVICES AS NEEDED	\$117.59	10022100-54100	SUPPLIES	\$117.59
					Vendor Total:	\$117.59
JOHNSON CONTROLS FIRE PROTECTION LP	88245497	HALON SAFETY TEST/INSPECTION	\$1,043.00	20822500-56300	BUILDING MAINT. & REPAIR	\$1,043.00
					Vendor Total:	\$1,043.00
JUSTIN BUCKINGHAM	TR 11/8-11/21	TRAVEL REIMBURSEMENT	\$30.74	10521210-57100	LEARNING AND DEVELOPMENT	\$30.74
	TA 11/29-12/2/21	TRAVEL ADVANCE	\$1,052.41	10521210-57100	LEARNING AND DEVELOPMENT	\$1,052.41
					Vendor Total:	\$1,083.15
KONOCI RIDGE CORPORATION	97148	EXTERMINATOR SERVICES	\$108.00	10521210-56300	BUILDING MAINT. & REPAIR	\$108.00
					Vendor Total:	\$108.00
KP PUBLIC AFFAIRS LLC	42279	COMMUNITY OUTREACH PROF SVCS	\$10,000.00	20012300-52100	CONTRACTUAL SERVICES	\$10,000.00
					Vendor Total:	\$10,000.00
LARRY WALKER ASSOCIATES INC	00564.08-1	CONSULTING SVCS - NPDES & RECY	\$17,974.55	84027225-52100	CONTRACTUAL SERVICES	\$17,974.55
					Vendor Total:	\$17,974.55
LIFE ASSIST INC	1148675	MISC. EMS SUPPLIES AS NEEDED	\$44.66	10521210-54107	EMS SUPPLIES	\$22.33
				71021100-54107	EMS SUPPLIES	\$22.33
	1147148	MISC. EMS SUPPLIES AS NEEDED	\$69.19	10521210-54107	EMS SUPPLIES	\$34.60
				71021100-54107	EMS SUPPLIES	\$34.59
	1148039	MISC. EMS SUPPLIES AS NEEDED	\$97.97	10521210-54107	EMS SUPPLIES	\$48.99
				71021100-54107	EMS SUPPLIES	\$48.98
	1147493	MISC. EMS SUPPLIES AS NEEDED	\$102.05	10521210-54107	EMS SUPPLIES	\$51.03
				71021100-54107	EMS SUPPLIES	\$51.02
	1148369	MISC. EMS SUPPLIES AS NEEDED	\$429.50	10521210-54107	EMS SUPPLIES	\$214.75
				71021100-54107	EMS SUPPLIES	\$214.75
	1144699	MISC. EMS SUPPLIES AS NEEDED	\$475.33	10521210-54107	EMS SUPPLIES	\$237.67
				71021100-54107	EMS SUPPLIES	\$237.66

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
LIFE ASSIST INC	1147147	MISC. EMS SUPPLIES AS NEEDED	\$693.64	10521210-54107	EMS SUPPLIES	\$346.82
				71021100-54107	EMS SUPPLIES	\$346.82
				Vendor Total:		\$1,912.34
LN CURTIS & SONS	INV539876	RESCUE GEAR	\$4,457.70	10521210-54102	SMALL TOOLS	\$4,457.70
				Vendor Total:		\$4,457.70
LS MITCHELL ARCHITECT INC	1116	ARCHITECTURE SVCS HASTING ROAD	\$4,271.95	80126100-80220	BUILDING IMPROVEMENTS	\$4,271.95
				Vendor Total:		\$4,271.95
MALLORY SAFETY & SUPPLY LLC	5217786	FACE MASKS	\$217.75	20012200-54100	SUPPLIES	\$217.75
				Vendor Total:		\$217.75
MARIANNE DAVISON	DV110521	REIMBURSEMENT - PUMPKINFEST	\$85.00	90000000-23219	PUMPKINFEST	\$85.00
				Vendor Total:		\$85.00
MEAD & HUNT INC	322861	DESIGN SVCS PAPI & REIL REPLAC	\$2,747.65	77825200-80230	INFRASTRUCTURE	\$2,747.65
				Vendor Total:		\$2,747.65
MEL GRANDI	TR 10/27-29/21	TRAVEL REIMBURSEMENT	\$476.78	80026400-57100	LEARNING AND DEVELOPMENT	\$476.78
				Vendor Total:		\$476.78
MENDO MILL & LUMBER CO	199494/1	PVC PIPE, PIPE CUTTERS	\$16.29	10521210-56300	BUILDING MAINT. & REPAIR	\$16.29
	199483/1	BATHROOM FAUCET	\$130.68	10521210-56300	BUILDING MAINT. & REPAIR	\$130.68
	199083/1	FUEL FOR BOAT MOTORS	\$37.43	10521210-56210	FUEL & FLUIDS	\$37.43
	198960/1	FUEL FOR BOAT MOTORS	\$69.40	10521210-56210	FUEL & FLUIDS	\$69.40
	198716/1	VALVE STEM TOOL	\$0.96	10521210-54102	SMALL TOOLS	\$0.96
	347765/4	SAW BLADES SAWZALL	\$259.54	10521210-54102	SMALL TOOLS	\$259.54
	197860/1	RETURN - HEPA MATERIAL FILTER	(\$43.14)	10521210-54100	SUPPLIES	(\$43.14)
	197556/1	BBQ PELLETS	\$25.65	10521210-54100	SUPPLIES	\$25.65
	198606/1	BBQ PELLETS	\$25.65	10521210-54100	SUPPLIES	\$25.65
	197854/1	HEPA MATERIAL FILTER	\$43.14	10521210-54100	SUPPLIES	\$43.14
			Vendor Total:		\$565.60	
MICHELLE WAGENET	DV102921	REIMBURSEMENT - TRAINING LUNCH	\$100.44	82027111-54100	SUPPLIES	\$100.44
	BA FY21/22	BOOT ALLOWANCE	\$150.00	82027111-54100	SUPPLIES	\$150.00
			Vendor Total:		\$250.44	

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MILLVIEW COUNTY WATER DISTRICT	10184 OCT 21	WATER SERVICES - LOVERS LANE	\$59.45	10521210-55210	UTILITIES	\$59.45
	10184 SEP 21	WATER SERVICES - LOVERS LANE	\$70.40	10521210-55210	UTILITIES	\$70.40
	Vendor Total:					\$129.85
MOTOROLA SOLUTIONS INC	8281267459	AUDIO ACCESSORY REMOTE SPEAKER	\$615.03	10020210-54100	SUPPLIES	\$615.03
	Vendor Total:					\$615.03
NCPA	006102-1121028	NOV 21 NCPA	\$873,484.00	80026440-58104	NCPA MANAGEMENT SERVICES	\$38,587.00
				80026440-58101	NCPA PLANT GENERATION	(\$50,042.00)
				80026440-58102	NCPA POWER PURCHASES	\$678,505.00
				80026440-58105	NCPA THIRD PARTY SALES	(\$20,560.00)
				80026440-58103	NCPA TRANSMISSION	\$226,994.00
				Vendor Total:		\$873,484.00
NICHOLS CONSULTING ENGINEERS, CHTD	1145015510	TRENCH CUT FEE STUDY	\$1,010.00	12024200-52100	CONTRACTUAL SERVICES	\$1,010.00
					Vendor Total:	
OFFICE DEPOT INC	202278103001	TAPE	\$6.99	10020210-54100	SUPPLIES	\$6.99
	202278101001	ENVELOPES	\$34.07	10020210-54100	SUPPLIES	\$34.07
	205034156001	ELECTRIC STAPLER	\$46.74	10020210-54100	SUPPLIES	\$46.74
	205045133001	INK CARTRIDGE	\$73.58	10020210-54100	SUPPLIES	\$73.58
	202273783001	INK, TAPE, PENS, NOTE PADS, CLIPS	\$146.73	10020210-54100	SUPPLIES	\$146.73
	204659270001	STAPLE REMOVER	\$15.67	10023100-54100	SUPPLIES	\$15.67
	202159123001	BATTERIES, DIVIDERS, RUBBERBANDS	\$103.25	10023100-54100	SUPPLIES	\$4.15
				10023320-54100	SUPPLIES	\$11.11
				20012200-54100	SUPPLIES	\$45.67
	202159126001	PENS, STAPLES	\$20.58	20413500-54100	SUPPLIES	\$21.16
				20413510-54100	SUPPLIES	\$21.16
				10023320-54100	SUPPLIES	\$16.65
				20413500-54100	SUPPLIES	\$1.97
			20413510-54100	SUPPLIES	\$1.96	

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
OFFICE DEPOT INC	204643136001	TONER	\$133.17	10023320-54100	SUPPLIES	\$133.17
	202155063001	TONER	\$348.77	20012200-54100	SUPPLIES	\$348.77
	204622082001	TONER	\$449.70	80026400-54100	SUPPLIES	\$449.70
	Vendor Total:					\$1,379.25
OLIN CORPORATION	3000038158	LIQUID SODIUM HYPOCHLORITE FY2	\$5,405.34	84027225-58202	CHEMICALS	\$5,405.34
	Vendor Total:					\$5,405.34
ONE TIME PAY VENDOR	DV111721	REFUND - PREMIUM RETIREE HEALTH INS - THE ESTATE OF TED GOFORTH	\$889.00	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$889.00
	DV110921	REC REFUND - ADELAIDA TORRES	\$75.00	10022831-44915	RECREATION PROGRAM INCOME	\$75.00
	DV110921 1	REC REFUND - JESSICA TAYLOR	\$75.00	10022831-44915	RECREATION PROGRAM INCOME	\$75.00
	115050-7	UTILITY REFUND - LAUREL ZITO	\$394.84	90100000-10421	UTILITY RECEIVABLES CLEARING	\$394.84
	Vendor Total:					\$1,433.84
ONESOURCE DISTRIBUTORS LLC	S6752723.009	(2U-CA-2) CAP, INSULATED PROTE	\$191.62	80000000-12104	INVENTORY - PURCHASES	\$191.62
	S6783030.003	(U-TE-25) INSUL CONN 500 KCM 4	\$491.37	80000000-12104	INVENTORY - PURCHASES	\$491.37
	S6783030.005	(U-TE-25) INSUL CONN 500 KCM 4	\$491.37	80000000-12104	INVENTORY - PURCHASES	\$491.37
	S6752723.007	(2U-CA-2) CAP, INSULATED PROTE	\$1,174.67	80000000-12104	INVENTORY - PURCHASES	\$1,174.67
	s6783030.001	(U-TE-25) INSUL CONN 500 KCM 4	\$1,304.15	80000000-12104	INVENTORY - PURCHASES	\$1,304.15
	Vendor Total:					\$3,653.18
PACE SUPPLY CORPORATION	027270904	MANUAL URINAL, ROYAL SLOAN	\$575.10	20822500-56300	BUILDING MAINT. & REPAIR	\$575.10
	027272707	NIPPLE BRASS	\$10.87	82027111-56300	BUILDING MAINT. & REPAIR	\$10.87
	027270940	NIPPLE BRASS	\$11.58	82027111-56300	BUILDING MAINT. & REPAIR	\$11.58
	027149621-1	FIP ADAPTER	\$38.58	82027111-56300	BUILDING MAINT. & REPAIR	\$38.58
	027253179	PT BRUSH IN CAP, PURPLE PRIMER	\$45.90	82027111-56300	BUILDING MAINT. & REPAIR	\$45.90
	027263642	6 BOLT SET, GASKET, SEAL TAPE	\$736.05	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$736.05
	027024639-1	COUPLING GASKET	\$32.66	82027114-54100	SUPPLIES	\$32.66
	027079956	SOC CAP, AQUA BLUE WET R DRY, PURPLE PRIMER	\$46.35	82027114-54100	SUPPLIES	\$46.35
	027229499-1	#CHCG12BOX G12 BOX CONCRETE H2	\$1,328.87	84027221-54100	SUPPLIES	\$1,328.87
Vendor Total:					\$2,825.96	

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PATRICK INFANTE	TA 11/29/21	TRAVEL ADVANCE	\$15.00	10020210-57100	LEARNING AND DEVELOPMENT	\$15.00
					Vendor Total:	\$15.00
PFM ASSET MANAGEMENT LLC	SMA-M0921-26338	FINANCIAL ADVISORY SERVICES	\$2,768.27	20015100-52100	CONTRACTUAL SERVICES	\$2,768.27
					Vendor Total:	\$2,768.27
PG&E CO	7075-1 OCT 21	PACIFIC GAS & ELECTRIC	\$41.82	10022100-55210	UTILITIES	\$41.82
	1522-8 OCT 21	PACIFIC GAS & ELECTRIC	\$99.12	10521210-55210	UTILITIES	\$99.12
	6124-2 OCT 21	PACIFIC GAS & ELECTRIC	\$1,006.28	10521210-55210	UTILITIES	\$1,006.28
	0853-6 OCT 21	PACIFIC GAS & ELECTRIC	\$2,832.10	31122000-55210	UTILITIES	\$2,832.10
					Vendor Total:	\$3,979.32
PUBLIC SERVICE DEPARTMENT	SEP 21	CITY UTILITIES	\$149,592.69	90000000-23220	PUMPKINFEST (CC VENDOR PYTS)	\$165.61
				10022100-55210	UTILITIES	\$15,711.15
				10022300-55210	UTILITIES	\$3,783.53
				10022700-55210	UTILITIES	\$2,267.18
				10024214-55210	UTILITIES	\$868.43
				10024620-55210	UTILITIES	\$389.07
				20620231-55210	UTILITIES	\$77.49
				20822500-55210	UTILITIES	\$10,570.13
				20824300-55210	UTILITIES	\$923.85
				64020213-55210	UTILITIES	\$732.61
				72022400-55210	UTILITIES	\$36,429.59
				73022600-55210	UTILITIES	\$2,311.22
				77725200-55210	UTILITIES	\$2,915.08
				80026400-55210	UTILITIES	\$2,408.75
				80526150-55210	UTILITIES	\$12,225.53
				82027111-55210	UTILITIES	\$22,051.31
				83027330-55210	UTILITIES	\$8,484.21
				84027221-55210	UTILITIES	\$58.84

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PUBLIC SERVICE DEPARTMENT	SEP 21	CITY UTILITIES	\$149,592.69	84027225-55210	UTILITIES	\$27,219.11
					Vendor Total:	\$149,592.69
QUILL CORPORATION	20325617	TAPE DISPENSER, INK	\$64.54	20023510-54100	SUPPLIES	\$4.34
				20413510-54100	SUPPLIES	\$30.10
				20413520-54100	SUPPLIES	\$30.10
					Vendor Total:	\$64.54
R EMMETT JONES	OCT 21	MANAGEMENT ADVISORY SERVICES	\$1,050.00	20012100-52100	CONTRACTUAL SERVICES	\$975.00
				70024500-52100	CONTRACTUAL SERVICES	\$75.00
					Vendor Total:	\$1,050.00
R&B COMPANY - RWC	P275794	(CV-12R-ST) COVER, STEEL W/REA	\$1,668.18	82000000-12104	INVENTORY - PURCHASES	\$1,668.18
					Vendor Total:	\$1,668.18
R&B TOWING SERVICE	1374	TOWING SERVICES	\$1,900.00	10020210-52100	CONTRACTUAL SERVICES	\$1,900.00
					Vendor Total:	\$1,900.00
RAINBOW AGRICULTURAL SERVICES	48100/1	AIR FILTER	\$17.41	10022100-56130	EXTERNAL SERVICES	\$17.41
	329596/1	CHAIN LOOP, SHARPENING CHAIN LOOP	\$22.65	10024620-54120	PW - SPECIAL SUPPLIES	\$22.65
	48086/1	CHAIN LOOPS BAR OIL, SHARPENING CHAIN LOOP	\$194.13	10024620-54120	PW - SPECIAL SUPPLIES	\$194.13
	47917/1	CANINE FOOD - JACK	\$62.05	10020210-54100	SUPPLIES	\$62.05
	48299/1	TRIMMER LINE CF3 PRO	\$14.14	10022100-54100	SUPPLIES	\$14.14
	48030/1	SHORELINE PANTS	\$119.75	10022100-54100	SUPPLIES	\$119.75
	47840/1	CHAIN LOOP	\$143.67	10022100-54100	SUPPLIES	\$143.67
	47988/1	LRG SHORELINE PANTS	\$239.50	10022100-54100	SUPPLIES	\$239.50
	48024/1	SHORELINE PANTS	\$359.25	10022100-54100	SUPPLIES	\$359.25
	47702/1	SHERPA, RUBBER BOOT, WORKMAN, ACTIVE JACKET	\$523.65	10022100-54100	SUPPLIES	\$523.65
	48344/1	RICE STRAW	\$21.78	10022840-54100	SUPPLIES	\$21.78
	48341/1	RICE STRAW	\$108.77	10022840-54100	SUPPLIES	\$108.77
					Vendor Total:	\$1,826.75
REDWOOD COAST FUELS	2278963	CARDLOCK FUEL PURCHASES	\$10,120.01	10020210-56210	FUEL & FLUIDS	\$3,466.43
				10022100-56210	FUEL & FLUIDS	\$703.59

List of Checks Presented for Approval on 11/19/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REDWOOD COAST FUELS	2278963	CARDLOCK FUEL PURCHASES	\$10,120.01	10023320-56210	FUEL & FLUIDS	\$176.61
				10024620-56210	FUEL & FLUIDS	\$1,739.59
				20324100-56210	FUEL & FLUIDS	\$215.06
				80026400-56210	FUEL & FLUIDS	\$1,855.46
				82027111-56210	FUEL & FLUIDS	\$630.01
				82027114-56210	FUEL & FLUIDS	\$280.36
				82027114-56210	FUEL & FLUIDS	\$370.97
				84027221-56210	FUEL & FLUIDS	\$238.83
				84027221-56210	FUEL & FLUIDS	\$316.02
				84027225-56210	FUEL & FLUIDS	\$127.08
	2280598	CARDLOCK FUEL PURCHASES	\$873.44	20324100-58410	GARAGE LUBRICANTS & PARTS	\$873.44
					Vendor Total:	\$10,993.45
RINO PACIFIC	CL35685	FUEL CARD CHARGES AS NEEDED	\$2,490.88	10521210-56210	FUEL & FLUIDS	\$2,490.88
	CL35807	FUEL CARD CHARGES AS NEEDED	\$2,526.97	10521210-56210	FUEL & FLUIDS	\$2,526.97
					Vendor Total:	\$5,017.85
RONALD DONOHUE	TA 11/29/21	TRAVEL ADVANCE	\$15.00	10020210-57100	LEARNING AND DEVELOPMENT	\$15.00
					Vendor Total:	\$15.00
SAFEWAY INC	OCT 21	MISC. PURCHASES AS REQUIRED	\$302.67	90000000-23219	PUMPKINFEST	\$35.94
				90000000-23219	PUMPKINFEST	\$173.50
				10022700-54100	SUPPLIES	\$4.34
				10022700-54100	SUPPLIES	\$9.34
				10022700-54100	SUPPLIES	\$11.66
				10022822-54100	SUPPLIES	\$33.12
				10022840-54100	SUPPLIES	\$34.77
					Vendor Total:	\$302.67
SANTA ROSA JUNIOR COLLEGE	AR22-00387	REGISTRATION - R DONOHUE	\$197.00	10020210-57100	LEARNING AND DEVELOPMENT	\$197.00
					Vendor Total:	\$197.00
SAUL PEREZ	TA 11/29/21	TRAVEL ADVANCE	\$15.00	10020210-57100	LEARNING AND DEVELOPMENT	\$15.00
					Vendor Total:	\$15.00

List of Checks Presented for Approval on 11/19/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
SOLID WASTES SYSTEMS INC	469741	MISC. DUMP FEES	\$360.30	10022100-59400	OTHER EXPENSES	\$32.70
				10024620-54120	PW - SPECIAL SUPPLIES	(\$647.03)
				10024620-54120	PW - SPECIAL SUPPLIES	\$16.35
				10024620-54120	PW - SPECIAL SUPPLIES	\$24.40
				10024620-54120	PW - SPECIAL SUPPLIES	\$24.40
				10024620-54120	PW - SPECIAL SUPPLIES	\$24.40
				10024620-54120	PW - SPECIAL SUPPLIES	\$32.70
				10024620-54120	PW - SPECIAL SUPPLIES	\$35.97
				10024620-54120	PW - SPECIAL SUPPLIES	\$78.48
				10024620-54120	PW - SPECIAL SUPPLIES	\$277.95
				10024620-54120	PW - SPECIAL SUPPLIES	\$416.38
				82027114-54100	SUPPLIES	\$21.80
				82027114-54100	SUPPLIES	\$21.80
	OCT 21	RESIDENTIAL GARBAGE FEES	\$47,330.25	90200000-52170	UKIAH WASTE SOLUTIONS	\$47,330.25
				Vendor Total: \$47,690.55		
SOUTHWEST VALVE LLC	6601	POSITION INDICATOR KIT	\$143.35	80026220-54100	SUPPLIES	\$143.35
				Vendor Total: \$143.35		
STEVEN OROPEZA	BA FY21/22	BOOT ALLOWANCE	\$150.00	10023320-54100	SUPPLIES	\$150.00
				Vendor Total: \$150.00		
TGIF REPAIRS INC	6584	PRINTER MAINTENANCE	\$654.60	20620231-56120	EQUIPMENT MAINTENANCE & REPAIR	\$654.60
				Vendor Total: \$654.60		
THURSTON CHRYSLER DODGE JEEP RAM	21369	AH HOUSING	\$78.37	10020210-56130	EXTERNAL SERVICES	\$78.37
	21495	AA SENS OX	\$106.15	10020210-56130	EXTERNAL SERVICES	\$106.15
	21399	CROSSOVER	\$129.45	10020210-56130	EXTERNAL SERVICES	\$129.45
	21397	SPARK PLUG, COIL IGN	\$267.32	10020210-56130	EXTERNAL SERVICES	\$267.32
	21356	FILTER, FUEL FILTER	\$209.74	20324100-58510	REIMBURSABLE JOBS	\$209.74
	Vendor Total: \$791.03					
TRACEY PORTER	DV111521	REIMBURSEMENT - DISPATCH TRAINING SNACKS	\$69.63	20620231-54100	SUPPLIES	\$69.63
				Vendor Total: \$69.63		

List of Checks Presented for Approval on 11/19/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UKIAH TROPHIES & GIFTS	672533	FALL BALL SUPPLIES	\$783.90	10022822-54100	SUPPLIES	\$783.90
					Vendor Total:	\$783.90
UKIAH WASTE SOLUTIONS INC	469624	BIOSOLID REMOVAL	\$7,631.68	84027225-52100	CONTRACTUAL SERVICES	\$7,631.68
					Vendor Total:	\$7,631.68
US BANK CORPORATE PAYMENT SERVICES	OCT 21	CAL CARD PURCHASES	\$4,700.33	10521210-56300	BUILDING MAINT. & REPAIR	\$429.13
				10521210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$17.93
				10521210-57100	LEARNING AND DEVELOPMENT	\$631.50
				10521210-54101	POSTAGE	\$11.50
				10521210-54102	SMALL TOOLS	\$833.98
				10521210-54320	SOFTWARE	\$131.40
				10521210-54100	SUPPLIES	\$264.59
				10521210-54100	SUPPLIES	\$2,230.72
				10521210-55100	TELEPHONE	\$33.15
				10521210-52181	VOLUNTEER EXPENSES	\$116.43
					Vendor Total:	\$4,700.33
USA BLUEBOOK	771827	PVC VITON & CERAMIC	\$582.07	82027111-56300	BUILDING MAINT. & REPAIR	\$582.07
	762353	LIFE HOOK	\$45.09	82027111-54100	SUPPLIES	\$45.09
					Vendor Total:	\$627.16
VCA ANIMAL HOSPITALS, INC	982089054	VETERINARY SERVICES - JACK	\$3,675.01	10020210-54100	SUPPLIES	\$3,675.01
					Vendor Total:	\$3,675.01
VINCENTE MARTINEZ	TR 10/24-30/21	TRAVEL REIMBURSEMENT	\$174.26	82027111-57100	LEARNING AND DEVELOPMENT	\$174.26
					Vendor Total:	\$174.26
VISTA ANALYTICAL LABORATORY INC	CINV-065177	PFAS LAB SERVICES	\$1,430.00	84027225-52100	CONTRACTUAL SERVICES	\$1,430.00
					Vendor Total:	\$1,430.00
WELTY, WEAVER & CURRIE	6298	LEGAL SERVICES - WATER RESOURCE	\$1,875.00	82027110-52150	LEGAL SERVICES/ EXPENSES	\$1,875.00
	6297	LEGAL SERVICES - WATER RESOURCE	\$5,512.50	82027110-52150	LEGAL SERVICES/ EXPENSES	\$5,512.50
					Vendor Total:	\$7,387.50

List of Checks Presented for Approval on 11/19/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
WEX BANK	75641787	FUEL FOR POLICE	\$514.49	10020210-56210	FUEL & FLUIDS	\$514.49
					Vendor Total:	\$514.49
WIPF CONSTRUCTION LLC	7269	ALL LABOR AND MATERIALS FOR IN	\$16,000.00	80126100-80230	INFRASTRUCTURE	\$16,000.00
					Vendor Total:	\$16,000.00
WITMER PUBLIC SAFETY GROUP	E2107713	BULLARD FULL BRIM WILDLAND HELMETS	\$492.09	10521210-54106	SPECIALTY SUPPLIES	\$492.09
					Vendor Total:	\$492.09
WORLD OIL ENVIRONMENTAL SERVICES	1500-00769997	DISPOSAL OF MISC. PRODUCTS AS	\$55.00	20324100-52100	CONTRACTUAL SERVICES	\$55.00
					Vendor Total:	\$55.00
ZOOM VIDEO COMMUNICATIONS INC	INV118454524	ZOOM ENTERPRISE NAMED HOST ANN	\$12,050.11	20012200-54320	SOFTWARE	\$12,050.11
					Vendor Total:	\$12,050.11
					INVOICE TOTAL:	\$1,785,521.31

List of Checks Presented for Approval on 11/24/2021

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





Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
4LEAF INC	J3595J	ON-CALL BUILDING & PLAN CHECK	\$8,640.00	10023320-52100	CONTRACTUAL SERVICES	\$8,640.00
					Vendor Total:	\$8,640.00
AMAZON CAPITAL SERVICES	1K4J-QDNP-FWQ7	MONITOR 32" QHD IPS DISPLAY	\$326.61	84027225-54330	COMPUTER AND TECHNOLOGY	\$326.61
	16V4-FK3W-36F4	CAMCO VINYL WHEEL COVER	\$76.11	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$76.11
	1379-QJ9H-QR76	METAL ARCH GARDEN	\$162.15	90000000-23256	SPECIAL EVENTS TRUST	\$162.15
	1K4J-QDNP-Q1D6	RETURN - ADJUSTABLE FOOT REST	(\$27.75)	10020210-54100	SUPPLIES	(\$27.75)
	16DW-KXFW-JV6X	ADJUSTABLE FOOT REST	\$27.75	10020210-54100	SUPPLIES	\$27.75
	19CX-VRCL-KFJM	DESK PAD, WALL CALENDAR	\$28.71	10022810-54100	SUPPLIES	\$28.71
	19LN-69QQ-KHMR	BASKETBALL SUPPLIES	\$712.21	10022831-54100	SUPPLIES	\$712.21
	11JW-YT3J-RPPF	RETURN - WALKIE TALKIES	(\$424.62)	10022840-54100	SUPPLIES	(\$424.62)
	1CCW-GC31-93PJ	DAYCAMP	\$325.19	10022840-54100	SUPPLIES	\$325.19
	1DWV-KVP9-YJHG	DAYCAMP	\$902.28	10022840-54100	SUPPLIES	\$902.28
	1FGN-F13P-V4K3	DAYCAMP	\$915.13	10022840-54100	SUPPLIES	\$915.13
	19LN-69-QQ-7CH1	ANTI-BLUELIGHT GLASSES	\$28.28	10023320-54100	SUPPLIES	\$28.28
	17C6-6JNM-TWNV	TIDEWE RAIN SUIT	\$72.79	20324100-54100	SUPPLIES	\$72.79
	111M-WFM4-NFCW	CABLE MATTERS USB C DOCK	\$213.84	20913900-54100	SUPPLIES	\$213.84
	11C4-TMXL-KR9M	RETURN - TSHIRTS CONF CENTER	(\$32.64)	73022600-54100	SUPPLIES	(\$32.64)
	1Y41-MWHV-FJ4V	TSHIRTS - CONF CENTER	\$32.64	73022600-54100	SUPPLIES	\$32.64
	1M3J-T4G1-11FR	NOTE PADS, SMALL LEATHER NOTEBOOKS	\$522.00	84027221-54100	SUPPLIES	\$522.00
					Vendor Total:	\$3,860.68
AQUALITEC CORP	101521	STRAPS (15M)	\$656.06	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$656.06
					Vendor Total:	\$656.06

List of Checks Presented for Approval on 11/24/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AT&T	000017336378	FIBER INTERNET	\$1,584.76	20913900-52601	DATA STORAGE & CONNECTIVITY	\$1,584.76
					Vendor Total:	\$1,584.76
AT&T MOBILITY	932118877X1 1142021	DATA & VOICE CELL PHONES	\$362.33	10020210-55100	TELEPHONE	\$129.89
				20620231-55100	TELEPHONE	\$14.98
				77725200-55100	TELEPHONE	\$42.91
				80026400-55100	TELEPHONE	\$86.46
				82027110-55100	TELEPHONE	\$14.98
				82027111-55100	TELEPHONE	\$43.15
				84027221-55100	TELEPHONE	\$29.96
	832056361X1 1142021	POLICE MODEMS	\$562.50	10020210-55100	TELEPHONE	\$562.50
					Vendor Total:	\$924.83
BORIS PROKOP	UKIAH-2021-5	ASSIST EUD WITH REGULATORY & M	\$5,250.00	80026400-52100	CONTRACTUAL SERVICES	\$5,250.00
					Vendor Total:	\$5,250.00
BUSINESS CARD	SF-D 24585	FACEBOOK ADS	\$179.66	20012300-52510	ADVERTISING & PROMOTION	\$179.66
	WPS0152948	73% SUPER STRENGTH PRO POOL SH	\$244.96	84027225-58202	CHEMICALS	\$244.96
	WPS0153010	73% SUPER STRENGTH PRO POOL SH	\$244.96	84027225-58202	CHEMICALS	\$244.96
	3768518	JOB POSTING - LINEMAN	\$295.00	80026400-52100	CONTRACTUAL SERVICES	\$295.00
	406171	RBR TUB 15GAL FEEDER	\$94.69	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$94.69
	10/04/2021	4" TITANIUM BACK UP RING	\$1,067.74	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,067.74
	SF-D 25276	MICRO 1000	\$234.84	84027225-54103	LAB SUPPLIES	\$234.84
	102121	REGISTRATION - S SNYDER	\$63.00	10020210-57100	LEARNING AND DEVELOPMENT	\$63.00
	101167337	ICC TRAINING RE-CERT RENEWAL - S OROPEZA	\$105.00	10023320-57100	LEARNING AND DEVELOPMENT	\$105.00
	521532	REGISTRATION - S SANGIACOMO	\$725.00	20012100-57100	LEARNING AND DEVELOPMENT	\$725.00
	SF-D 22949	REGISTRATION - S BRANSON	\$107.72	80026200-57100	LEARNING AND DEVELOPMENT	\$107.72
	3251929	MEMBERSHIP - M TURNER	\$214.00	10023100-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$214.00

List of Checks Presented for Approval on 11/24/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BUSINESS CARD	5887332	MEMBERSHIP - M KEIZER	\$60.00	10023320-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$60.00
	300015866	MEMBERSHIP - M KEIZER	\$95.00	10023320-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$95.00
	101221	WALL STREET JOURNAL MEMNERSHIP	\$19.49	20013400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$19.49
	423	2 1/2" CUSTOM FIRE HOSE	\$783.96	10024620-54120	PW - SPECIAL SUPPLIES	\$783.96
	228031	MILWAUKEE M18 FUEL 7/16" HEX I	\$1,519.90	80026110-54102	SMALL TOOLS	\$1,519.90
	7411-64202	MACHFORM CLOUD SMALL BUSINESS ANNUAL	\$250.00	10020210-54320	SOFTWARE	\$250.00
	SF-D 25365	ADOBE PHOTOGRAPHY PLAN	\$119.88	10022700-54320	SOFTWARE	\$119.88
	INV116365085	ZOOM ANNUAL STANDARD PRO, WEBINAR 500 ANNUAL	\$839.90	20012200-54320	SOFTWARE	\$839.90
	INV00429515	CONNECTWISE IT HELPDESK SOFTWA	\$309.75	20913900-54320	SOFTWARE	\$309.75
	INV00450418	CONNECTWISE IT HELPDESK SOFTWA	\$309.75	20913900-54320	SOFTWARE	\$309.75
	139944367	RETURN - 3 MIL POLY TUBING ROLL	(\$157.87)	10020210-54100	SUPPLIES	(\$157.87)
	11092021	REPLENISH FASTRAK - PD	\$25.00	10020210-54100	SUPPLIES	\$25.00
	139843462	3 MIL POLY TUBING ROLL	\$79.07	10020210-54100	SUPPLIES	\$79.07
	139654605	3 MIL POLY TUBING ROLL	\$183.89	10020210-54100	SUPPLIES	\$183.89
	211102-597606	NARCOTIC TESTING KITS	\$308.34	10020210-54100	SUPPLIES	\$308.34
	200017406	LEATHER PADFOLIO, CACEO SHIRTS	\$113.56	10023320-54100	SUPPLIES	\$113.56
	01160J	DEPT HEAD LUNCHEON	\$398.76	20012200-54100	SUPPLIES	\$398.76
	SF-D 25893	AVPOS MONTHLY SERVICE	\$50.00	77725200-54100	SUPPLIES	\$50.00
	SF-D 22950 1	2021 EUSERC MANUAL	\$200.00	80026200-54100	SUPPLIES	\$200.00
	SF-D 22950	EUSERC MEMBERSHIP - S BRANSON	\$200.00	80026200-54100	SUPPLIES	\$200.00
Vendor Total:						\$9,284.95
CANTEEN SERVICE	5975:010716	MISC. FOOD ITEMS AS NEEDED	\$100.00	20012200-54100	SUPPLIES	\$100.00
Vendor Total:						\$100.00
CHRISTOPHER LONG	TA 12/5-8/21	TRAVEL ADVANCE	\$477.05	10020210-57100	LEARNING AND DEVELOPMENT	\$477.05
Vendor Total:						\$477.05
CHROMAGRAPHS	70210	BUSINESS CARDS - J ROBBINS	\$49.39	20023510-54100	SUPPLIES	\$49.39
	70215	BUSINESS CARDS - K NUSS	\$49.39	20413500-54100	SUPPLIES	\$49.39

List of Checks Presented for Approval on 11/24/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CHROMAGRAPHS	70208	BUSINESS CARDS - M MALDONADO, K RANDALL	\$102.85	73022600-54100	SUPPLIES	\$102.85
					Vendor Total:	\$201.63
CITY OF UKIAH	180-070-19 1	BUILDING PERMIT - EUD HASTING SERVICE CENTER	\$3,992.64	80126100-80220	BUILDING IMPROVEMENTS	\$3,992.64
					Vendor Total:	\$3,992.64
CONCUR TECHNOLOGIES INC	101400179731	CONCUR EXPENSE PAY SOFTWARE L	\$457.20	20413500-54320	SOFTWARE	\$457.20
					Vendor Total:	\$457.20
DEPARTMENT OF JUSTICE	547657	CLETS SERVICE FY 21/22	\$1,200.48	20620231-55100	TELEPHONE	\$1,200.48
					Vendor Total:	\$1,200.48
DOUG HUTCHISON	TA 12/7-9/21	TRAVEL ADVANCE	\$558.36	10521210-57100	LEARNING AND DEVELOPMENT	\$558.36
					Vendor Total:	\$558.36
EFFICIENCY SERVICES GROUP LLC	00002034	ADMIN OF EUD PUBLIC BENEFITS P	\$3,500.00	80626450-52137	PUBLIC BENEFITS PROGRAM MGMT	\$3,500.00
					Vendor Total:	\$3,500.00
EVERGREEN JOB & SAFETY TRAINING INC	1376	JOB AND SAFETY TRAINING - OCT 21	\$2,193.48	80026110-52100	CONTRACTUAL SERVICES	\$2,193.48
					Vendor Total:	\$2,193.48
EVOQUA WATER TECHNOLOGIES LLC	905136287	PIN-SHEAR .375"DIA X	\$350.27	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$350.27
					Vendor Total:	\$350.27
FILETRAIL INC	2021-1086	HOSTED FILE MANAGMENT SYSTEM	\$628.00	20012500-54320	SOFTWARE	\$628.00
					Vendor Total:	\$628.00
GENERAL PACIFIC INC	1422940	(LG-75) LUG, DBL SET SCEW, 750	\$457.28	80000000-12104	INVENTORY - PURCHASES	\$457.28
					Vendor Total:	\$457.28
HERC RENTALS INC	32037400-007	OCT MONTHLY RENTAL	\$2,938.55	10024620-52100	CONTRACTUAL SERVICES	\$979.51
				82027114-52100	CONTRACTUAL SERVICES	\$979.52
				84027221-52100	CONTRACTUAL SERVICES	\$979.52
					Vendor Total:	\$2,938.55
INTERWEST CONSULTING GROUP INC	68347	ON-CALL BUILDING & PLAN CHECK	\$567.25	10023320-52100	CONTRACTUAL SERVICES	\$567.25
	69488	ON-CALL BUILDING & PLAN CHECK	\$1,992.50	10023320-52100	CONTRACTUAL SERVICES	\$1,992.50
					Vendor Total:	\$2,559.75

List of Checks Presented for Approval on 11/24/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
JOHN FOSTER TRUCKING INC	27365	20 FT. LONG CONTAINER WITH FUL	\$7,553.50	82027114-54100	SUPPLIES	\$3,776.75
				84027221-54100	SUPPLIES	\$3,776.75
				Vendor Total:		\$7,553.50
JOHNSON'S QUALITY TREE CARE AND LOGGING CO LLC	E6128	TRIM TREES AROUND RANNEY, 3-4	\$3,800.00	82027111-52100	CONTRACTUAL SERVICES	\$3,800.00
				Vendor Total:		\$3,800.00
KEMIRA WATER SOLUTIONS INC	9017728959	LIQUID FERRIC CHLORIDE FY21/22	\$13,171.93	84027225-58202	CHEMICALS	\$13,171.93
				Vendor Total:		\$13,171.93
LANGUAGE LINE SERVICE INC	10389738	TRANSLATION AND INTERPRETING S	\$221.15	20012300-52100	CONTRACTUAL SERVICES	\$221.15
				Vendor Total:		\$221.15
LIEBERT CASSIDY WHITMORE	206510	LEGAL SERVICES PERTAINING TO E	\$116.00	20016100-52150	LEGAL SERVICES/ EXPENSES	\$116.00
	206509	LEGAL SERVICES PERTAINING TO E	\$126.00	20016100-52150	LEGAL SERVICES/ EXPENSES	\$126.00
	206511	LEGAL SERVICES PERTAINING TO E	\$580.00	20016100-52150	LEGAL SERVICES/ EXPENSES	\$580.00
	206512	LEGAL SERVICES PERTAINING TO E	\$696.00	20016100-52150	LEGAL SERVICES/ EXPENSES	\$696.00
	206508	LEGAL SERVICES PERTAINING TO E	\$1,174.00	20016100-52150	LEGAL SERVICES/ EXPENSES	\$1,174.00
			Vendor Total:		\$2,692.00	
ONE TIME PAY VENDOR	110525-3	UTILITY REFUND - ISABEL BUENROSTRO	\$118.97	90100000-10421	UTILITY RECEIVABLES CLEARING	\$118.97
	125277-4	UTILITY REFUND - EDWARD EVERSOLE	\$140.57	90100000-10421	UTILITY RECEIVABLES CLEARING	\$140.57
			Vendor Total:		\$259.54	
PAYMENTUS GROUP INC	INV-15-117038	CREDIT CARD PROCESSING SERVICE	\$5,010.15	20513300-52100	CONTRACTUAL SERVICES	\$5,010.15
				Vendor Total:		\$5,010.15
PITNEY BOWES INC	1019375487	POSTAGE MACHINE LEASE & SUPPLI	\$83.28	20513300-54101	POSTAGE	\$83.28
				Vendor Total:		\$83.28
REDWOOD COAST FUELS	2210615	CARDLOCK FUEL PURCHASES	\$978.18	77725200-56210	FUEL & FLUIDS	\$978.18
	2283501	CARDLOCK FUEL PURCHASES	\$100.33	20324100-58410	GARAGE LUBRICANTS & PARTS	\$100.33
			Vendor Total:		\$1,078.51	

List of Checks Presented for Approval on 11/24/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	21-12 EAP	REMIF EAP INSURANCE	\$545.28	20700000-20520	P/R DEDUCT.- MEDICAL INS	\$545.28
					Vendor Total:	\$545.28
RESERVE ACCOUNT	NOV 21	NOV 21 PRE-PAID POSTAGE	\$6,500.00	10000000-10301	PRE-PAID POSTAGE	\$6,500.00
					Vendor Total:	\$6,500.00
RICHARD ANDERSON	211112-1	AGREEMENT FOR PROF.SVC'S FOR W	\$3,325.00	20913900-52100	CONTRACTUAL SERVICES	\$3,325.00
					Vendor Total:	\$3,325.00
THE AIRCRAFT GROUP INC	539869	GLOW STICKS 6" BLUE	\$341.74	10020210-54100	SUPPLIES	\$341.74
					Vendor Total:	\$341.74
THE KPA GROUP	000004	DESIGN SVCS FOR BARRIER REMOVA	\$18,905.00	20822500-80220	BUILDING IMPROVEMENTS	\$18,905.00
					Vendor Total:	\$18,905.00
UKIAH DAILY JOURNAL	0006611644	PUBLISHING SERVICES FY 21/22	\$516.90	20016100-54162	ADVERTISING	\$516.90
	0006611068	PUBLISHING SERVICES FY 21/22	\$621.69	20016100-54162	ADVERTISING	\$621.69
	0006589730	PUBLISHING SERVICES FY 21/22	\$94.60	10020210-52515	ADVERTISING & PUBLICATION	\$94.60
	0006620200	PUBLISHING SERVICES FY 21/22	\$147.96	10023100-52515	ADVERTISING & PUBLICATION	\$147.96
	0006612811	PUBLISHING SERVICES FY 21/22	\$150.43	10023100-52515	ADVERTISING & PUBLICATION	\$150.43
	0006621041	PUBLISHING SERVICES FY 21/22	\$175.86	10023100-52515	ADVERTISING & PUBLICATION	\$175.86
	0006621032	PUBLISHING SERVICES FY 21/22	\$180.62	10023100-52515	ADVERTISING & PUBLICATION	\$180.62
	0006615380	PUBLISHING SERVICES FY 21/22	\$99.59	20012500-52150	LEGAL SERVICES/ EXPENSES	\$99.59
	0006615354	PUBLISHING SERVICES FY 21/22	\$109.12	20012500-52150	LEGAL SERVICES/ EXPENSES	\$109.12
					Vendor Total:	\$2,096.77
UKIAH GUN CLUB	06302021	TARGET TRAINING	\$375.00	10020210-57100	LEARNING AND DEVELOPMENT	\$375.00
					Vendor Total:	\$375.00
UKIAH VALLEY MEDICAL CENTER	DV111021	FIRST AID WC CLAIM AUG 21	\$1,144.00	20016100-54161	BACKGROUND & PHYSICALS	\$1,144.00
					Vendor Total:	\$1,144.00
UKIAH VALLEY SANITATION DIST	58070 SEP 21	SEWER - 432 OBSERVATORY AVE	\$53.47	10022100-55210	UTILITIES	\$53.47
	104613 OCT 21	SEWER - LOW GAP RD	\$53.47	10022100-55210	UTILITIES	\$53.47

List of Checks Presented for Approval on 11/24/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UKIAH VALLEY SANITATION DIST	113354 SEP 21	SEWER - 1350 HASTINGS RD	\$53.47	80026400-55210	UTILITIES	\$53.47
					Vendor Total:	\$160.41
UPS	0000E19R54411	SHIPPING SERVICES	\$22.03	80026120-54100	SUPPLIES	\$22.03
	0000E19R54441	SHIPPING SERVICES	\$206.23	80026120-54100	SUPPLIES	\$206.23
	0000E19R54451	SHIPPING SERVICES	\$21.08	80026210-54100	SUPPLIES	\$21.08
					Vendor Total:	\$249.34
US CELLULAR	0472217575	CELL PHONES	\$270.68	10024620-55100	TELEPHONE	\$41.00
				80026400-55100	TELEPHONE	(\$353.11)
				80026400-55100	TELEPHONE	\$135.13
				82027110-55100	TELEPHONE	\$57.01
				82027111-55100	TELEPHONE	\$202.63
				84027221-55100	TELEPHONE	\$57.01
				84027225-55100	TELEPHONE	\$131.01
					Vendor Total:	\$270.68
VERGIL THOMAS MASSEY	101321	STARTER REPAIR	\$27.50	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$27.50
					Vendor Total:	\$27.50
WAGNER & BONSIGNORE	11-21-635	ENG SVCS FOR WATER RIGHT PERMI	\$481.25	82027110-52100	CONTRACTUAL SERVICES	\$481.25
					Vendor Total:	\$481.25
WARREN CONSTRUCTION & ROOFING INC	1527982	SERVICE AT CONF CENTER	\$717.50	20822500-56300	BUILDING MAINT. & REPAIR	\$717.50
					Vendor Total:	\$717.50
WELTY, WEAVER & CURRIE	6099	LEGAL SERVICES - WATER RESOURCE	\$75.00	10521210-52150	LEGAL SERVICES/ EXPENSES	\$75.00
	5334	LEGAL SERVICES - WATER RESOURCE	\$525.00	10521210-52150	LEGAL SERVICES/ EXPENSES	\$525.00
	6296	LEGAL SERVICES - WATER RESOURCE	\$1,500.00	10521210-52150	LEGAL SERVICES/ EXPENSES	\$1,500.00
	6101	LEGAL SERVICES - WATER RESOURCE	\$2,025.00	10521210-52150	LEGAL SERVICES/ EXPENSES	\$2,025.00
					Vendor Total:	\$4,125.00

List of Checks Presented for Approval on 11/24/2021

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
WRIGHT L'ESTRANGE & ERGASTOLO	31649	LEGAL SERVICES - CVEMSA EOA DI	\$740.63	71021100-52150	LEGAL SERVICES/ EXPENSES	\$740.63
Vendor Total:						\$740.63
INVOICE TOTAL:						\$123,691.13



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution of the City Council Reconsidering the Circumstances of the State of Emergency and Implementing Teleconferencing Requirements for City Council and Board and Commission Meetings During a Proclaimed State of Emergency Due to the COVID-19 Pandemic.

DEPARTMENT: City Attorney

PREPARED BY: Darcy Vaughn, Assistant City Attorney

PRESENTER: Consent Calendar

ATTACHMENTS:

1. AB 361 Findings Reconsideration for All Legislative Bodies

Summary: The City Council will consider adopting a resolution reconsidering the circumstances of the state of emergency and implementing teleconferencing requirements for public meetings of the Council and all City Commissions and Boards during the current state of emergency due to the COVID-19 pandemic.

Background: The City Council is being asked to consider adopting a resolution authorizing continued remote meetings of the Council and its subordinate legislative bodies due to the imminent risk to the health and safety of attendees due to possible transmission of COVID-19 and the recent spread of variants. The current County health orders require masking in all indoor facilities due to health and safety concerns. The Delta variant is highly transmissible in indoor settings and requires multi-component prevention strategies to reduce its spread. The California Department of Public Health is currently investigating the length of vaccine protection. The Center for Disease Control and Prevention recommends avoiding indoor spaces that do not offer fresh air from the outdoors as much as possible. Returning to meeting in the Council Chambers or smaller conference rooms means being in an enclosed space for meetings that commonly last for one to five hours and would seem to create additional exposure for participants to a possible transmission of the virus.

The Ralph M. Brown Act ("Brown Act") requires that all meetings of a legislative body of a local agency be open and public and that any person may attend and participate in such meetings. The Brown Act allows for legislative bodies to hold meetings by teleconference, but imposes specific requirements for doing so, including allowing public access to that location. On March 17, 2020, in order to address the need for public meetings during the COVID-19 pandemic, Governor Newsom issued Executive Order No. N-29-20, temporarily suspending the Brown Act's teleconferencing requirements, Executive Order No. N-8-2 then continued the suspension of the Brown Act's teleconferencing requirements from June 11, 2021 through September 30, 2021. These Executive Orders allowed legislative bodies to meet virtually as long as certain notice and accessibility requirements were met.

The State Legislature amended the Brown Act through Assembly Bill No. 361 ("AB 361") on September 16, 2021. As with the Executive Orders, AB 361 requires that certain notice and accessibility requirements continue to be met for holding virtual public meetings. In addition, AB 361 states that a local agency may use teleconferencing without complying with the regular teleconferencing requirements of the Brown Act, where the legislative body holds a meeting during a proclaimed state of emergency and makes certain findings; and requires that the legislative body make additional findings every 30 days in order to continue such teleconferencing.

As such, staff recommends that the Council reconsider the circumstances of the state of emergency, and make findings regarding the state of emergency by adopting the Resolution Implementing Teleconferencing Requirements for City Council and Board and Commission Meetings During a Proclaimed State of Emergency Due to the COVID-19 Pandemic ("Resolution") attached here as Attachment 1.

Discussion: AB 361, codified in part in Government Code § 54953, allows a local agency legislative body to hold a public meeting utilizing teleconferencing without giving public access to a teleconference location but allowing public comment virtually if the Governor has proclaimed a State of Emergency and any of the following circumstances also apply:

1. State or local officials have imposed or recommended measures to promote social distancing.
2. The meeting is being held for the purposes of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
3. The legislative body has determined that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

As amended by AB 361, Government Code § 54953(e)(3) requires cities that are conducting public meetings via teleconferencing during a declared State of Emergency to make findings, within 30 days of the first virtual meeting after AB361 going into effect, and every 30 days thereafter, that the legislative body has reconsidered the circumstances of the state of emergency and either 1) the emergency continues to impact the ability to meet safely in person, and/or 2) State or local officials continue to impose or recommend social distancing.

Council adopted these findings at their November 17, 2021 meeting. The Council must now adopt, via this Resolution (Attachment 1), the findings that confirm the circumstances of the state of emergency and justify holding public meetings of the Council and all subordinate commissions, boards, and committees utilizing teleconferencing and allowing public comment virtually, pursuant to Government Code § 54953(e)(3).

Recommended Action: Adopt a Resolution of the City Council Reconsidering the Circumstances of the State of Emergency and Implementing Teleconferencing Requirements for City Council and Board and Commission Meetings during a Proclaimed State of Emergency Due to the COVID-19 Pandemic.

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: City Clerk

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2021-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH IMPLEMENTING
TELECONFERENCING REQUIREMENTS FOR CITY COUNCIL AND BOARD AND
COMMISSION MEETINGS DURING A PROCLAIMED STATE OF EMERGENCY DUE TO THE
COVID-19 PANDEMIC**

WHEREAS:

1. The City of Ukiah is committed to preserving and nurturing public access and participation in meetings of the City Council and its Boards and Commissions; and
2. All meetings of City's legislative bodies are open and public, as required by the Ralph M. Brown Act, so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business;
3. The Brown Act allows for legislative bodies to hold meetings by teleconference, but imposes specific requirements for doing so; and
4. On March 17, 2020, in order to address the need for public meetings during the present public health emergency, i.e. the COVID-19 Pandemic, Governor Newsom issued Executive Order No. N-29-20, suspending the Act's teleconferencing requirements; and
5. On June 11, 2021, Governor Newsom issued Executive Order No. N-8-21, continuing the suspension of the Brown Act's teleconferencing requirements through September 30, 2021; and
6. The State Legislature amended the Brown Act through Assembly Bill No. 361 (AB 361) on September 16, 2021; and
7. AB 361, codified in part at Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and
8. Such conditions now exist in the City, specifically, the Governor has proclaimed a state of emergency exists for the state of California due to the conditions caused by the COVID-19 pandemic and the impact on the health and safety of its residents; and
9. The Delta variant is highly transmissible in indoor spaces, the California Department of Public Health is currently investigating how long vaccine protection lasts, and the Center for Disease Control and Prevention recommends avoiding indoor spaces that do not offer fresh air from the outdoors;
10. Current County health orders impose or measures to promote social distancing due to health and safety concerns; and

11. In accordance with Assembly Bill 361, the City Council does hereby find that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees and the Council desires to authorize continued remote teleconferenced meetings of its legislative bodies; and
12. As a consequence of the local emergency, the City Council does hereby find that the legislative bodies of the City shall conduct their meetings without compliance with Government Code § 54953(b)(3), as authorized by § 54953(e), and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in § 54953(e)(2); and
13. The City has taken measures to conduct public meetings via virtual tools that allow members of its legislative bodies and members of the public to join and participate in meetings remotely and provide public testimony in the virtual environment and via teleconference.

NOW, THEREFORE, the City Council for the City of Ukiah hereby finds, determines, declares, orders, and resolves as follows:

1. That the foregoing recitals are true and correct and incorporates them by this reference; and
2. The Governor of the State of California issued a Proclamation of State of Emergency, which remains in effect; and
3. County of Mendocino officials have imposed or recommended measures to promote social distancing; and
4. Meeting in person would present imminent risk to the health or safety of attendees; and
5. The City Council of the City of Ukiah has reconsidered the circumstances of the State of Emergency, and finds that:
 - a. The factors triggering the State of Emergency continue to directly impact the ability of the members of the legislative bodies of the City of Ukiah, their staff, and members of the public to meet safely in person; and
 - b. State and County officials continue to impose or recommend measures to promote social distancing.
6. The City Manager or his designee and the legislative bodies of the City of Ukiah are authorized to take all steps and perform all actions necessary to execute and implement this Resolution in compliance with Government Code § 54953; and
7. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) December 1, 2021, or (ii) such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City may continue to teleconference without compliance with paragraph (3) of subdivision (b) of § 54953(b)(3).

PASSED AND ADOPTED this 15th day of December, 2021, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution Approving the Fourth Addendum to the Recycled Water Project Initial Study/Mitigated Negative Declaration (IS/MND).

DEPARTMENT: Public Works

PREPARED BY: Jason Benson, Senior Civil Engineer

PRESENTER: Tim Eriksen, Director of Public Works/City Engineer

ATTACHMENTS:

1. CC Reso 2018-40 - Addendum to Neg Dec in Accordance with CEQA for Recycled Wtr Prjct (1)
2. Final CEQA Addendum No. 4 - Phase 4 Refinements (1)
3. RESOLUTION Addendum No. 4 – Phase 4 Refinements

Summary: Council will consider adoption of a resolution approving the notice of determination to the fourth addendum of the environmental document for the recycled water project.

Background: On May 15, 2013, City Council conducted a public hearing to receive comments on the draft Initial Study/Mitigated Negative Declaration (IS/MND) for the Recycled Water Feasibility Study (formerly called “Master Plan”). On June 5, 2013, a Resolution was adopted approving the IS/MND. On July 15, 2015, Council adopted Resolution 2015-26 which adopted an addendum to the IS/MND in accordance with the California Environmental Quality Act. This addendum addressed the following items:

- 1) The incremental decrease in-stream flow that could result from the approval of the petition for change.
- 2) Whether the decrease could impair in-stream beneficial uses.

On June 7, 2017, Council adopted Resolution 2017-26 which adopted an addendum to the IS/MND in accordance with the California Environmental Quality Act. This addendum addressed increasing the storage capacity. On November 7, 2018, Council adopted Resolution 2018-40 for Addendum #3 (Attachment #1) for the construction of Phase 4 of the Recycled Water Project. This Addendum provided for:

- 1) A 1 million-gallon (MG) Storage Tank with a 300-hp booster pump station at the City’s Water Treatment Plant
- 2) Storage ponds and a 250-hp booster pump station at the City’s Municipal Golf Course

However, since the City Council approved Addendum 3 (Resolution 2018-40), the Phase 4 improvements have now changed due to design considerations, thereby deleting the storage ponds and the 250-hp booster pump station at the City’s Municipal Golf Course. The new and current Phase 4 design now includes the addition of a 2-million-gallon (MG) Storage Tank instead of a 1 MG tank with a 300-hp booster pump station at the City’s Water Treatment Plant and improvements to the existing WWTP secondary effluent pond. Attachment #2 provides a summary of the proposed improvements and the CEQA Addendum.

The conclusion of this Addendum is that the proposed changes will not result in new significant impacts, substantially increase the severity of previously disclosed impacts, or involve any of the other conditions related to changed circumstances or new information that can require a subsequent or supplemental EIR under Public Resources Code section 21166 and CEQA Guidelines section 15162, beyond those impacts and conditions already identified in the City's Public Draft and Final IS/MND (SCH #2013032072), which was certified and approved by the City on June 5, 2013.

Discussion: Staff recommends adoption of the Resolution (Attachment #3) approving Addendum 4 for the Phase 4 Refinements to the Recycled Water Project Initial Study/Mitigated Negative Declaration.

Recommended Action: Adopt the Resolution approving the fourth addendum to the Recycled Water Project Initial Study/Mitigated Negative Declaration (IS/MND).

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;

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2018-40

RESOLUTION OF THE CITY OF UKIAH ADOPTING AN ADDENDUM TO THE ADOPTED INITIAL STUDY/MITIGATED NEGATIVE DECLARATION IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE CITY'S RECYCLED WATER PROJECT – PHASE 4 REFINEMENTS

WHEREAS, prior to the adoption of this resolution, the City of Ukiah (City) prepared an Initial Study/Mitigated Negative Declaration (IS/MND) on the City's Recycled Water Project pursuant to the California Environmental Quality Act 1970, as amended (CEQA), and state and local guidelines implementing CEQA; and

WHEREAS, the purpose of the Recycled Water Project is to replace/augment existing water supplies in Ukiah Valley in Mendocino County, California;

WHEREAS, recycled water use within the Ukiah Valley would offset existing and future water demands for irrigation and frost protection of agricultural land, and in doing so, would support the local agricultural industry;

WHEREAS, recycled water would also offset urban irrigation demands, ease storage limitations at the Ukiah Wastewater Treatment Plant (UWWTP), and reduce treated wastewater discharges to the Russian River.; and

WHEREAS, the City adopted the IS/MND and approved the Recycled Water Project (SCH #2013032072) on June 5, 2013; and

WHEREAS, the Recycled Water Project consists of 4 Phases for construction; and

WHEREAS, Phases 1-3 are currently under construction and almost complete; and

WHEREAS, many of the details for the Phase 4 storage requirements were not known in 2012 and 2013, the City would now like to add additional storage as part of the Phase 4 construction activities; and

WHEREAS, this Addendum assesses the Proposed Phase 4 Refinements to the original Phase 4 activities of the Recycled Water Project, which include the addition of a 1 million gallon (MG) Storage Tank with a 300-hp booster pump station and 4 small lined lakes and 250-hp booster pump station at the City's Municipal Golf Course for irrigation at/the golf course with recycled water.; and

WHEREAS, the City is the lead agency on the Proposed Phase 4 Refinements, and the City Council is the decision-making body for the Proposed Phase 4 Refinements; and

WHEREAS, this Addendum is an informational document and is intended to be used by the City under Public Resources Code section 21166 and the related CEQA Guidelines, specifically sections 15162 through 15164; and

WHEREAS, the conclusion of this Addendum is that the proposed changes will not result in new significant impacts, substantially increase the severity of previously disclosed impacts or involve any of the other conditions related to changed circumstances or new information that can require a subsequent or supplemental EIR under Public Resources Code section 21166 and CEQA Guidelines

section 15162 beyond those impacts and conditions already identified in the City's Public Draft and Final IS/MND (SCH #2013032072), which was certified and approved by the City on June 5, 2013; and

WHEREAS, an Addendum is the appropriate level of CEQA analysis and the appropriate method of amending the June 5, 2013 Adopted IS/MND, pursuant to Sections 15162 and 15164 of the CEQA Guidelines, and

WHEREAS, the City voluntarily provided for a 15-day comment period with the State Clearinghouse and received one written comment letter from the California Department of Fish and Wildlife on this Addendum and responded to their comment in the attached Final CEQA Addendum #3 for the Proposed Phase 4 Refinements.

NOW, THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF UKIAH DOES RESOLVE, DECLARE, DETERMINE AND ORDER THE FOLLOWING:

SECTION 1. The City Council has: (1) independently reviewed and analyzed the CEQA Final Addendum and other information in the record and has considered the information contained therein prior to acting upon or approving the Proposed Phase 4 Refinements; (2) the CEQA Addendum to the Initial Study/Mitigated Negative Declaration prepared for the Proposed Phase 4 Refinements has been completed in compliance with CEQA and is consistent with State and local guidelines implementing CEQA; and (3) the Addendum represents the independent judgment and analysis of the City as lead agency for the Proposed Phase 4 Refinements. The City designates the City's Public Works Director as the custodian of documents and records of proceedings on which this decision is based.

SECTION 2. The City Council does hereby adopt the Addendum to the Initial Study/Mitigated Negative Declaration prepared for the Proposed Phase 4 Refinements. The Addendum, Final Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program are: (1) on file with the City at its Public Works Department at 300 Seminary Avenue, Ukiah; and (2) available for inspection by any interested party.

SECTION 3. The City Council hereby authorizes the Director of Public Works or his designee to file a Notice of Determination with the State Clearinghouse and the Mendocino County Clerk-Recorder for this Addendum.

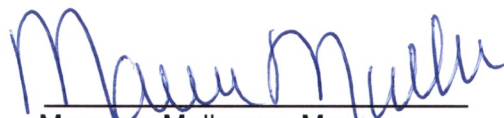
PASSED, APPROVED AND ADOPTED by the City Council of the City of Ukiah at a regular meeting held on December 5, 2018.

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

NOES: None

ABSENT: None

ABSTAIN: None


Maureen Mulheren, Mayor

ATTEST:


Kristine Lawler, City Clerk



City of Ukiah Recycled Water Project Phase 4 Refinements

FINAL CEQA ADDENDUM #4

SCH #2013032072

Initial Study/Mitigated Negative
Declaration Approved on June 5, 2013

December 2021



**City of Ukiah
Recycled Water Project - Phase 4 Refinements**

**Final CEQA Addendum #4
to the
Initial Study/Mitigated Negative Declaration
Approved on June 5, 2013
SCH #2013032072**

Prepared by:



SMB Environmental, Inc.

December 2021

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Chapter 1 Introduction

This Addendum assesses the environmental impacts of the City's Proposed Phase 4 Refinements (Proposed Changes) to the City of Ukiah's (City) Recycled Water Project. In March 2013, the City prepared an Initial Study/Mitigated Negative Declaration (IS/MND) on the City's Recycled Water Pipeline Project and on June 5, 2013 adopted the Final IS/MND and approved the Project (SCH #2013032072), which was based on the City's 2012 Recycled Water Feasibility Study. Subsequently in May 2015, July 2017 and December 2018, the City prepared and approved three Addendums on minor project changes to the original Proposed Project description and further evaluated the potential effects of reducing flows to the Russian River. These documents are included by reference. In addition, the State Water Resources Control Board (State Water Board) is providing partial funding for the Proposed Project under the State Revolving Fund (SRF) Program and in August of 2015 issued Order WW0082 approving the City's petition to change the purpose of use and the place of use of 1,472 acre-feet per year (afy) of treated wastewater.

The City, as the lead agency under the California Environmental Quality Act (CEQA), will consider the potential incremental environmental impacts of the Proposed Project changes when it considers whether or not to approve this Addendum to the Project. This Addendum is an informational document and is intended to be used by the City under Public Resources Code section 21166 and the related CEQA Guidelines, specifically sections 15162 through 15164.¹ Further, this Addendum is a modified Addendum, as the State Board is requiring this Addendum to be circulated for a 15-day public review period, which is not required for traditional addendums. As such, this document discloses some changes to the Project that go beyond the traditional limits of the CEQA addendum process and uses the public review process to disclose those changes.

The conclusion of this Addendum is that the Proposed Phase 4 Refinements will not result in new significant impacts, substantially increase the severity of previously disclosed impacts, nor involve any of the other conditions related to changed circumstances or new information that can require a subsequent or supplemental EIR under Public Resources Code section 21166 and CEQA Guidelines section 15162 beyond those impacts and conditions already identified in the City's Public Draft and Final IS/MND (SCH #2013032072) (also referred to as IS/MND throughout this document), which was certified and approved by the City on June 5, 2013 as well as the May 2015, July 2017, and December 2018 Addendums. As discussed in this Addendum, with the inclusion of the 15-day public review process, CEQA and the CEQA Guidelines do not require a subsequent or supplemental Negative Declaration or Environmental Impact Report (EIR) for the proposed changes.

1.1 California Environmental Quality Act (CEQA)

For a proposed modified project, State CEQA Guidelines (Sections 15162 and 15164) provide that an Addendum to an adopted IS/MND may be prepared if only minor technical changes or additions are necessary or none of the following conditions calling for the preparation of a subsequent IS/MND have occurred:

- Substantial changes in the project which require major revisions to the IS/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- Substantial changes with respect to the circumstances under which the project is undertaken which require major revisions to the IS/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

¹ The CEQA Guidelines are contained in Title 14 of the California Code of Regulations.

- New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time of IS/MND adoption, shows any of the following:
 - i) The project will have one or more significant effects not discussed in the IS/MND,
 - ii) The project will result in impacts substantially more severe than those disclosed in the IS/MND,
 - iii) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponent declines to adopt the mitigation measure or alternative, or
 - iv) Mitigation measures or alternatives that are considerably different from those analyzed in the IS/MND would substantially reduce one or more significant effects on the environment, but the project proponent declines to adopt the mitigation measure or alternative.

Specific CEQA language in CEQA Guidelines Section 15162 and 15164 is presented below.

15162. Subsequent EIRs and Negative Declarations

- (A) When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:
- (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
 - (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
 - (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:
 - a. The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
 - b. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

- d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.
- (B) If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subsection (a). Otherwise, the lead agency shall determine whether to prepare a subsequent negative declaration, an Addendum, or no further documentation.
- (C) Once a project has been approved, the lead agency's role in project approval is completed, unless further discretionary approval on that project is required. Information appearing after an approval does not require reopening of that approval. If after the project is approved, any of the conditions described in subsection (A) occurs, a subsequent EIR or negative declaration shall only be prepared by the public agency which grants the next discretionary approval for the project, if any. In this situation no other responsible agency shall grant an approval for the project until the subsequent EIR has been certified or subsequent negative declaration adopted.
- (D) A subsequent EIR or subsequent negative declaration shall be given the same notice and public review as required under Section 15087 or Section 15072. A subsequent EIR or negative declaration shall state where the previous document is available and can be reviewed.

As described in Chapter 3 of this Addendum, none of the conditions described in CEQA Guidelines section 15162 (which implements Public Resources Code section 21166) has occurred. Under such circumstances, CEQA Guidelines section 15164 allows for the preparation of an Addendum as described below:

15164. Addendum to an EIR or Negative Declaration

- (A) The lead agency or responsible agency shall prepare an Addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.
- (B) An Addendum to an adopted Negative Declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.
- (C) An Addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration.
- (D) The decision-making body shall consider the Addendum with the final EIR or adopted negative declaration prior to making a decision on the project.
- (E) A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an Addendum to an EIR, the lead agency's findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence.

1.2 Purpose of this Addendum

The purpose of this Addendum is to evaluate proposed changes to the original project analyzed in the IS/MND to demonstrate that the Proposed Project changes do not trigger any of the conditions described

above. Based on the analysis provided below, an Addendum to the IS/MND is the appropriate CEQA document.

1.3 Impact Terminology

This Addendum uses the terminology below to describe the levels of significance of impacts that the IS/MND concluded that Proposed Project would have. This terminology is helpful for determining how the environmental impacts, if any, of the proposed pipeline alignment changes compare to the environmental impacts described in the IS/MND.

- The Proposed Project is considered to have *no impact* on a particular resource topic if the analysis concludes that it would not affect that particular resource.
- An impact is considered *less than significant* if the analysis concludes that the impact would cause no substantial adverse change to the environment and that accordingly it would not require mitigation.
- An impact is considered *less than significant with mitigation incorporated* if the analysis concludes that, with the inclusion of mitigation measures to which the project proponent has agreed, the impact would cause no substantial adverse change to the environment.
- An impact is considered *potentially significant* if the analysis concludes that the impact exceeds applicable regulatory thresholds of significance and cannot be reduced to a less-than-significant level with potentially feasible mitigation.

In assessing the impacts of the proposed alignment changes to the project as originally approved, the City is not assessing whether impacts are significant compared with existing physical conditions (i.e., conditions without implementation of any part of the project). Rather, the City is assessing how the incremental impacts, if any, associated with the proposed changes compare with the impacts disclosed in the IS/MND. This approach is expressly sanctioned by the governing statutory and regulatory provisions and case law. (See Public Resources Code, § 21166; CEQA Guidelines, § 15162; *Bowman v. City of Petaluma* (1986) 185 Cal.App.3d 1065, 1078-1082; *Temecula Band of Luiseño Mission Indians v. Rancho Cal. Water Dist.* (1996) 43 Cal.App.4th, 425, 438-439).

1.4 Organization of this Document

CEQA Guidelines do not specify the format of addendums. The content and format of this Addendum is as follows.

- Chapter 1, “Introduction,” identifies the purpose, terminology, and organization of the Addendum.
- Chapter 2, “Description of Proposed Project Change,” identifies the proposed project refinements in detail.
- Chapter 3, “Environmental Analysis,” presents the analysis for each component of the project change. This chapter identifies the proposed project change's impacts in relevant resource categories.
- Chapter 4, “Conclusion,” summarizes the conclusions of the environmental review in this Addendum.

Chapter 2 Description of Proposed Project Changes

This chapter provides a summary of the Proposed Phase 4 Refinements to the City’s Proposed Recycled Water Project as was described in the March 2013 Public Draft IS/MND, the May 2013 Final IS/MND, as well as the May 2015, July 2017, and December 2018 Addendums. These are included by reference.

2.1 Proposed Phase 4 Refinements

As originally described in the March 2013 Public Draft IS/MND, the May 2013 Final IS/MND, and as revised in the May 2015, July 2017, and December 2018 Addendums, the City’s Recycled Water Pipeline Project includes the construction and operation of 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with tertiary treated recycled water from the City’s existing Ukiah Wastewater Treatment Plant. As shown on Figure 1, the IS/MND and Addendums identified and evaluated four (4) construction phases. The storage facility for Phases 1-3 was originally sized at a capacity of approximately 1.6 million gallon (MG) in the IS/MND and was revised to 3 MG during the May 2015 Addendum and then increased to 66 MG during the July 2017 Addendum. In August of 2015 the State Board issued Order WW0082 approving the City’s petition to change the purpose of use and the place of use of 1,472 acre-feet per year (afy) of treated wastewater.

Currently, Phases 1-3 of the City of Ukiah’s Recycled Water Pipeline Project are now constructed. The City would now like to implement the complete project as originally planned in the 2012 Recycled Water Feasibility Study, which includes one remaining phase (i.e. Phase 4) of pipeline and customers. Phase 4 includes 21 parcels and 190 acres, all urban landscape irrigation sites. The Phase 4 customer sites include one (1) City owned golf course at the end of the line, a cemetery, some City parks and several City public schools. The City has already acquired signed recycled water use agreements from the planned Phase 4 customers. The City evaluated the construction of the pipeline alignments in the original IS/MND. However, due to the fact that many details were not known at the time the 2012 Recycled Water Feasibility Study and the subsequent 2013 IS/MND and the 2015, 2017, and 2018 Addendums, the City could not clearly outline or define the Phase 4 storage requirements. Now the storage requirements for Phase 4 are better known and defined, the Proposed Phase 4 Refinements of this Addendum and Proposed Changes to the Original Project include the following and are illustrated on Figure 2:

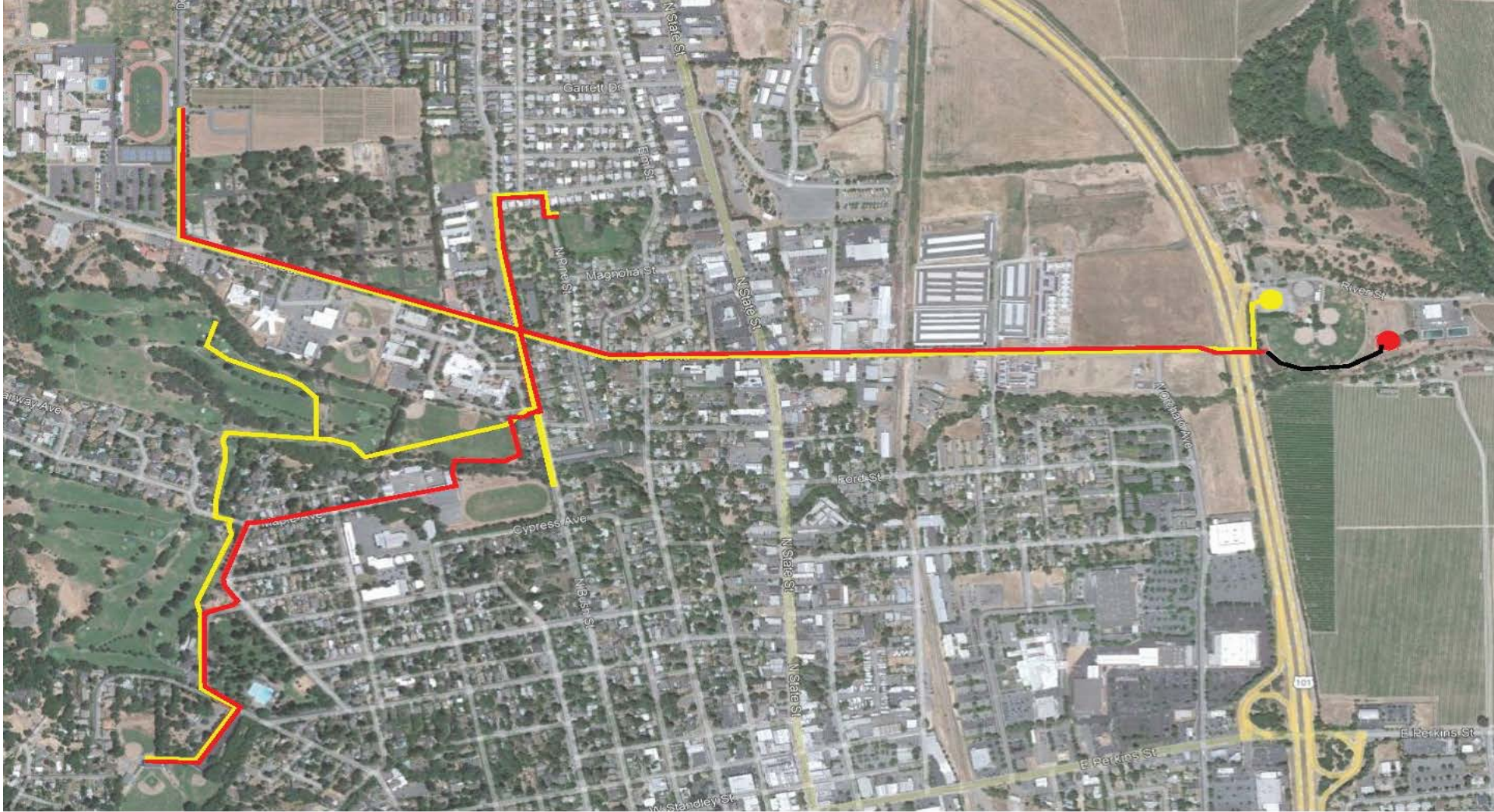
- Miscellaneous upgrade improvements at the existing tertiary filtration/disinfection system at the existing Ukiah WWTP, which mainly includes improvements to electrical, instrumentation & controls, monitoring and testing equipment, etc.
- At the existing WWTP, the former sludge storage area will be repaired and retrofitted to be an impermeable facility that will accept secondary effluent prior to tertiary treatment. This facility will need to be over-excavated and have the existing soil examined and properly disposed of. In converting this facility, some trenching will be required to provide inlet and outlet piping. The new storage pond will be equipped with a small pumpstation and electrical building to convey flows for advanced treatment.

A new 2 MG Recycled Water Storage Tank (Prestressed Concrete, 36-feet high and 115-feet in diameter with electrical/radio equipment (antenna) located on the top of the tank for SCADA transmission), 300 horsepower (hp) booster pump station at the City of Ukiah’s Water Treatment Facility, and a 650-foot long, 12-inch diameter, pipeline to the interconnection of the existing Phase 3 pipeline and the planned Phase 4 pipeline of the Recycled Water Pipeline Project. The pump station will be placed on a pad measuring approximately 20-feet by 50-feet with an adjacent electrical building approximately 24-feet by 14-feet by 18-feet high. The storage tank and pump station will be located at the City’s water treatment



Figure 1
Phase 4 Recycled Water Project Refinements





- Phase 4 Proposed Alignment and Placement Changes
- Original Alignment and Placement of Facilities

plant that zoned industrial property and which already has a large storage tank, pump station and a Ranney well collector. Further, this site has no nearby residents or housing and is screened by mature Sequoia or California Redwoods.

- The Phase 4 pipeline is approximately 9,000 linear feet of 4-inch to 18-inch pipe. The pipeline will serve approximately 12 new users.
- The Project includes the replacement of an existing pedestrian bridge over Orr Creek (approximately 90-foot span)
- Minor utility relocations will take place along the Phase 4 alignment.

2.1.1 Construction Considerations

The Proposed Phase 4 Refinements construction activities are projected to begin in spring of 2023 and take approximately 24 months to complete. The Proposed Phase 4 Refinements would follow the same construction commitments and mitigation measures identified in the Original May 2013 Public Draft IS/MND and the approved July 2013 Final IS/MND, and as amended. These are included by reference. In addition, the following environmental commitments will be employed as part of the overall Phase 4 Refinements Project Description to ensure that there are no additional environmental impacts that were already disclosed in the Original IS/MND document, and as amended. These include:

- The 2 MG storage tank and booster pump station will be painted in neutral colors such as a beige, or light brown, in order to blend in with the surrounding environment and will be shielded by a fence and/or trees to be hidden from the public to the extent practical. Further, the two pump stations will be housed in buildings/structures to ensure noise attainment and provide an additional layer of protection from vandalism.
- The 2 MG storage tank and adjacent pump station will have security lighting to provide protection against vandalism, but will be shielded in order to not create a new source of substantial light or glare that would adversely affect day or nighttime views in the area.

2.1.2 Operations and Maintenance Considerations

The Proposed Phase 4 Refinements would follow the same operations and maintenance commitments and mitigation measures identified in the Original May 2013 Public Draft IS/MND and the approved July 2013 Final IS/MND, and as amended.

Chapter 3 Environmental Analysis

This chapter evaluates the potential for the proposed changes to have new significant impacts on the environment that were not previously addressed in the IS/MND, substantially more severe environmental impacts than were addressed in the IS/MND, or trigger the new information standards stated in CEQA Guideline section 15162. The purpose of this review is to evaluate the categories in terms of any “changed condition” (i.e. changed circumstances, project changes, or new information of substantial importance) that may result in a changed environmental result. A determination that no such changed condition exists does not necessarily mean that the overall project will have no potential impacts in an environmental category, but that the change to the Project will result in a reduction or no change in the condition or status of the impact since it was analyzed and addressed with mitigations in the IS/MND.

3.1 Explanation of Environmental Review Process

Table 1 evaluates any potential environmental impacts from the construction and operation of the proposed changes with the environmental impacts of the original storage facility size as discussed in the IS/MND. This comparative analysis has the following elements, which are the basis for the discussion in Table 2 below:

(A) Were the Impact(s) Analyzed in the IS/MND?

This column provides a cross-reference to the pages of the IS/MND where information and analysis may be found relative to the environmental issue listed under each topic.

(B) What were the Environmental Impact Conclusions in the IS/MND?

This column provides a summary of the original environmental impact conclusions for implementing the Proposed Project in the IS/MND.

(C) Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?

Pursuant to Section 15162(a)(1) of the CEQA Guidelines, this column indicates whether the proposed project change will result in new significant impacts that have not already been considered and mitigated by the IS/MND or a substantial increase in the severity of a previously identified significant impact.

(D) Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?

Pursuant to Section 15162(a)(2) of the CEQA Guidelines, this column indicates whether there have been changes to the circumstances under which the project is being undertaken which have occurred subsequent to the City’s adoption of the IS/MND that would result in the revised pipeline facilities having new significant environmental impacts that were not considered in the IS/MND or that substantially increase the severity of a previously identified significant impact.

(E) Any New Information Requiring New Analysis or Verification?

Pursuant to Section 15162(a)(3)(A-D) of the CEQA Guidelines, this column indicates whether new information of substantial importance which was not known and could not have been known with the exercise of reasonable diligence at the time the City adopted the IS/MND is available requiring an update to the analysis of the IS/MND because the new information shows that:

(1) The project will have one or more significant effects not discussed in the IS/MND; or

- (2) Significant effects previously examined will be substantially more severe than shown in the IS/MND; or
- (3) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or that
- (4) Mitigation measures or alternatives which are considerably different from those analyzed in the IS/MND would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

If the answer to any of the above questions (C) through (E) for the incremental impacts of the project change is ‘Yes,’ then the preparation of a subsequent or supplemental IS/MND or an EIR could be required. However, if the additional analysis completed as part of this Addendum finds that the applicable conclusions of the IS/MND remain the same and no new significant impacts are identified, or identified environmental impacts are not found to be more severe, or additional “considerably different” mitigation unacceptable to the proponent is not necessary, then the question would be answered ‘No’ and no supplemental or subsequent IS/MND or EIR is required.

(E) Are Prior Mitigation Measures Sufficient for Addressing Any New Potential Changes or Impacts

This column indicates whether the prior environmental documents provide mitigation measures to address effects in the related impact category. In some cases, the mitigation measures have already been implemented. A “yes” response will be provided in either instance. If “NA” is indicated, this Addendum concludes that the impact does not occur with this project change and therefore no mitigation measures are needed.

(F) Discussion and Mitigation Section

IS/MND Discussion

A discussion of the relevant portions of the IS/MND is provided under each environmental category in order to clarify the answers. The discussion provides information about the IS/MND’s treatment of the particular environmental issue and the status of any mitigation measure that the IS/MND required or that has already been implemented.

IS/MND Mitigation Measures

Applicable mitigation measures from the IS/MND that apply to the project are listed under each environmental category.

Project Change Discussion

A discussion of the environmental impacts, if any, of the revised pipeline alignment under the standards established by CEQA Guidelines section 15162(a) for each environmental resources section or category.

3.2 Evaluation of Proposed Changes

Table 1 evaluates the potential for the proposed changes to have new significant impacts on the environment that were not previously addressed in the IS/MND, substantially more severe environmental impacts than were addressed in the IS/MND or trigger the new information standards stated in CEQA Guideline section 15162. The purpose of this review is to evaluate the categories in terms of any “changed condition” (i.e. changed circumstances, project changes, or new information of substantial importance) that may result in

a changed environmental result. A determination that no such changed condition exists does not necessarily mean that the overall project will have no potential impacts in an environmental category, but that the change to the Project will result in a reduction or no change in the condition or status of the impact since it was analyzed and addressed with mitigations in the IS/MND.

Table 1 Environmental Review of Proposed Project Changes						
<i>Environmental Issue Area</i>	<i>Where Impact(s) were Analyzed in Prior Environmental Documents.</i>	<i>What were the Environmental Impact conclusions for the Original Proposed Project?</i>	<i>Do Proposed Changes Involve New Significant or Substantially More Severe Impacts?</i>	<i>Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?</i>	<i>Any New Information Requiring New Analysis or Verification?</i>	<i>Are Prior Mitigation Measures Sufficient for Addressing Any New Potential Changes or Impacts?</i>
Aesthetics/Visual	IS/MND Page 3-2	LTS	No	No	No	N/A
IS/MND Discussion: As identified in the IS/MND, The Proposed Project, including the location of the proposed storage facility is not located in or near any designated scenic vista, designated highway, and would not affect any visual resources. Further, the implementation of the Proposed Project would have no to less than significant potential impacts to aesthetic and visual resources. As a result, implementation of the Proposed Project as described in the IS/MND would not result in significant unavoidable impacts to the visual character or add substantial amounts of light and glare. IS/MND Mitigation Measures: None identified or necessary. Project Change Discussion: The Proposed Phase 4 Refinements to the Proposed Project would generally have the same impacts to aesthetic/visual resources as was identified in the Original Proposed Project. The construction activities associated with the Phase 4 Refinements would be substantially the same as they were originally described in the IS/MND and as amended. Specifically, the 2 MG storage tank and the pump station buildings will be located at the City's Water Treatment Plant which is zoned industrial property and already has a large water storage tank, pump station and a Ranney well collector and would not add any new or significant feature to the area, which is not considered to be a scenic area. Further, this site has no nearby residents or housing and is screened by mature Sequoia or California Redwoods. In addition, the 2 MG storage tank and booster pump station will be painted in neutral colors such as a beige, or light brown, in order to blend in with the surrounding environment and will be shielded by a fence and/or trees to be hidden from the public to the extent practical. Further, the two pump stations will be housed in buildings/structures to ensure noise attainment and provide an additional layer of protection from vandalism. Further, the 2 MG storage Tank and adjacent pump station would have security lighting to provide protection against vandalism, but will be shielded in order to not create a new source of substantial light or glare that would adversely affect day or nighttime views in the area. As a result, the Proposed Project change will not result in new significant impacts that have not already been considered and mitigated by the IS/MND or result in a substantial increase in the severity of a previously identified significant impact. The Revised Proposed Project, therefore, would not have any incrementally significant aesthetics/visual effects as defined in CEQA Guideline section 15162(a).						
Agricultural Resources	IS/MND Pages 3-3 and 3-4	LTS	No	No	No	N/A

Table 1
Environmental Review of Proposed Project Changes

<i>Environmental Issue Area</i>	<i>Where Impact(s) were Analyzed in Prior Environmental Documents.</i>	<i>What were the Environmental Impact conclusions for the Original Proposed Project?</i>	<i>Do Proposed Changes Involve New Significant or Substantially More Severe Impacts?</i>	<i>Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?</i>	<i>Any New Information Requiring New Analysis or Verification?</i>	<i>Are Prior Mitigation Measures Sufficient for Addressing Any New Potential Changes or Impacts?</i>
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IS/MND Discussion:

As identified in the IS/MND, implementation of the Proposed Project would have no to less than significant potential impacts to agricultural resources. The Proposed Project would not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use. The Proposed Project would be primarily constructed within existing roadways within the City. In addition, the Proposed Project will not be located on any existing agricultural fields or farmlands. As a result, the Proposed Project would not convert any farmland to non-agricultural usage. No mitigation is required or necessary.

IS/MND Mitigation Measures:

- None identified or necessary.

Project Change Discussion:

The Proposed Phase 4 Refinements to the Proposed Project would not have increased impacts to agricultural resources as was identified in the Original Proposed Project. The Proposed Phase 4 Refinements would not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use. As a result, any of these impacts are not considered to be significant. Further, the construction activities associated with Phase 4 Refinements would be substantially the same as they were originally described in the IS/MND, and as amended. In addition, the lands the proposed 2MG Storage tank and Pump Station would be located on City-owned lands and are not on any agricultural lands. The proposed changes to the Proposed Project would not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use. As a result, any of these impacts are not considered to be significant. The Proposed Phase 4 Refinements will not result in new significant impacts that have not already been considered and mitigated by the IS/MND or a substantial increase in the severity of a previously identified significant impact. The Proposed Phase 4 Refinements, therefore, would not have any incrementally significant effects to agricultural resources as defined in CEQA Guideline section 15162(a).

Air Quality	IS/MND Pages 3-5 through 3-10	LTS/M	No	No	Yes	Yes
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IS/MND Discussion:

As described in the IS/MND, construction of the Proposed Project would result in temporary, but not significant and unavoidable, impacts to air quality. The Mendocino County Air Quality Management District (MCAQMD) has deferred to using the Bay Area Air Quality Management District's (BAAQMD) Thresholds of Significance estimating air quality impacts. However, the Bay Area Air Quality Management District's approach to analyses of construction impacts as noted in their BAAQMD CEQA Guidelines is to emphasize implementation of effective and comprehensive control measures rather than detailed quantification of emissions. As a result, the Proposed

Table 1 Environmental Review of Proposed Project Changes						
<i>Environmental Issue Area</i>	<i>Where Impact(s) were Analyzed in Prior Environmental Documents.</i>	<i>What were the Environmental Impact conclusions for the Original Proposed Project?</i>	<i>Do Proposed Changes Involve New Significant or Substantially More Severe Impacts?</i>	<i>Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?</i>	<i>Any New Information Requiring New Analysis or Verification?</i>	<i>Are Prior Mitigation Measures Sufficient for Addressing Any New Potential Changes or Impacts?</i>
Project's construction related dust impacts would be reduced further with the implementation of dust effective dust control measures and would remain less than significant. IS/MND Mitigation Measures: Mitigation Measure AIR-1: Dust Control Project Change Discussion: The Proposed Phase 4 Refinements to the Proposed Project would generally have the same impacts to air quality as was identified in the Original Proposed Project. The construction activities associated with the Proposed Phase 4 Refinements would be substantially the same as they were originally described in the IS/MND. The construction of the additional storage facilities with the Phase 4 Refinements would result in an incremental increase in air quality emissions. However, these increased emissions would not exceed any of the established thresholds of significance. Further, BAAQMD's approach to analyses of construction impacts as noted in their BAAQMD CEQA Guidelines is to emphasize implementation of effective and comprehensive control measures rather than detailed quantification of emissions. With implementation of these dust control measures (Mitigation Measures AIR-1 in the IS/MND and listed above), the Proposed Phase 4 refinement's construction-related dust impacts would be even further reduced and would remain less-than-significant. Operations of the two pump stations of the Phase 4 Refinements will be connected to the existing electrical grid and will not produce any local or significant emissions. As a result, the Proposed Phase 4 Refinements will not result in new significant impacts that have not already been considered and mitigated by the IS/MND or a substantial increase in the severity of a previously identified significant impact. The Proposed Phase 4 Refinements, therefore, would not have any incrementally significant air quality effects as defined in CEQA Guideline section 15162(a).						
Biological Resources	IS/MND Pages 3-11 through 3-17	LTS/M	No	No	Yes	Yes
IS/MND Discussion: As identified in the IS/MND, the Proposed Project could have a substantial adverse effect, either directly or through habitat modifications, on species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the CDFW or USFWS. Specifically, the construction activities of the Proposed Project have the potential to affect these species in various ways ranging from removal and/or disturbance. However, with the implementation of the following mitigation measures any impacts would be reduced to less than significant levels. IS/MND Mitigation Measures: - Mitigation Measure BIO-1: Conduct Breeding/nesting Surveys - Mitigation Measure BIO-2: Conduct Pre-Construction Surveys for Western Pond Turtle - Mitigation Measure BIO-3: Avoid Cutting Through Creeks/Drainages - Mitigation Measure BIO-4: Implement Construction Best Management Practices - Mitigation Measure BIO-5: Develop and Implement a Frac-Out Contingency Plan - Mitigation Measure BIO-6: Obtain all Required Authorizations						

Table 1 Environmental Review of Proposed Project Changes						
<i>Environmental Issue Area</i>	<i>Where Impact(s) were Analyzed in Prior Environmental Documents.</i>	<i>What were the Environmental Impact conclusions for the Original Proposed Project?</i>	<i>Do Proposed Changes Involve New Significant or Substantially More Severe Impacts?</i>	<i>Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?</i>	<i>Any New Information Requiring New Analysis or Verification?</i>	<i>Are Prior Mitigation Measures Sufficient for Addressing Any New Potential Changes or Impacts?</i>
Project Change Discussion: The Proposed Phase 4 Refinements to the Proposed Project would generally have the same impacts to biological resources as was identified in the Original Proposed Project. As a result, the Proposed Phase 4 Refinements will not result in new significant impacts that have not already been considered and mitigated by the Original IS/MND and/or result in a substantial increase in the severity of a previously identified significant impact. The Proposed Phase 4 Refinements, therefore, would not have any incrementally significant effects on biological resources as defined in CEQA Guideline section 15162(a).						
Cultural and Tribal Resources	IS/MND Pages 3-18 through 3-21	LTS/M	No	No	No	Yes
IS/MND Discussion: The IS/MND concluded that the construction of the Proposed Project would not have any direct impacts on identified historical and archeological resources, including tribal cultural resources. However, construction of the Proposed Project could have significant impacts on unidentified and undiscovered buried cultural resources. However, with the implementation of the following mitigation measures, any impacts would be reduced to less than significant levels.						
IS/MND Mitigation Measures: - Mitigation Measure CR-1: Halt work if cultural resources are discovered - Mitigation Measure CR-2: Stop work if paleontological remains are discovered - Mitigation Measure CR-3: Halt work if human remains are found						
Project Change Discussion: The Proposed Phase 4 Refinements would generally have the same impacts to cultural and/or tribal resources as was identified in the Original Proposed Project. The construction activities associated with the Phase 4 Refinements would be located on City-owned land. The Original Project was investigated and surveyed for cultural and tribal resources within a 0.5 radius area around the Proposed Project, which included the area where Phase 4 Refinements would be located ² . None of these investigations indicated that there are known cultural resources within the proposed footprints of the Phase 4 refinements. Further the construction activities of Phases 1-3 were monitored for cultural and tribal resources and no cultural and/or tribal resources were discovered. It is possible that during Phase 4 Refinement construction activities, cultural and/or tribal resources could be inadvertently discovered. However, the existing approved mitigation measures would ensure that any impacts would be reduced to less than significant impacts. As a result, the Proposed Phase 4 Refinements will not result in new significant impacts that have not already been considered and mitigated by the IS/MND or a substantial increase in the severity of a						

² In 2013, the City investigated both Cultural and Tribal Resources together as it was prior to the specific requirements of AB52. Through this investigation, the City reached out to the Native America Heritage Commission (NAHC) and the local Native American Tribes to obtain information regarding any known sensitive tribal and/or cultural resources. None of the Native American Tribes responded with any information regarding any known sensitive tribal and/or cultural resources. Please see Appendix A for the City's efforts to reach out to the NAHC and the local Native American Tribes.

Table 1 Environmental Review of Proposed Project Changes						
<i>Environmental Issue Area</i>	<i>Where Impact(s) were Analyzed in Prior Environmental Documents.</i>	<i>What were the Environmental Impact conclusions for the Original Proposed Project?</i>	<i>Do Proposed Changes Involve New Significant or Substantially More Severe Impacts?</i>	<i>Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?</i>	<i>Any New Information Requiring New Analysis or Verification?</i>	<i>Are Prior Mitigation Measures Sufficient for Addressing Any New Potential Changes or Impacts?</i>
previously identified significant impact. The Proposed Phase 4 Refinements, therefore, would not have any incrementally significant effects on cultural resources as defined in CEQA Guideline section 15162(a).						
Geology and Soils	IS/MND Pages 3-22 and 3-23	LTS/M	No	No	No	Yes
IS/MND Discussion: As described in the IS/MND, the Proposed Project may be located in areas that consist of medium dense to dense fine granular soils. In addition, perched groundwater could be present. As such, the soil in some areas of the alignment may have a high susceptibility to liquefaction during seismic shaking. Other portions of the Project may be less susceptible to liquefaction and related damage. Lateral spreading, often associated with liquefaction, is less likely because there are no steep banks or hard ground bordering the Project area, but could still potentially be a hazard. However, with the implementation of the following mitigation measure, any impacts are reduced to less than significant levels. As a result, the following mitigation is proposed: IS/MND Mitigation Measure: Mitigation Measure GEO-1: Perform Geotechnical Investigation Project Change Discussion: The Proposed Phase 4 Refinements would generally have the same impacts to geology and soils as the Original Proposed Project. The construction activities associated with the revised storage facility would be substantially the same as they were originally described in the IS/MND. As a result, the Proposed Phase 4 Refinements will not result in new significant geology and soils impacts that have not already been considered and mitigated by the IS/MND or a substantial increase in the severity of a previously identified significant impact. The Proposed Phase 4 Refinements, therefore, would not have any incrementally significant effects on geology and soils as defined in CEQA Guideline section 15162(a).						
Greenhouse Gas Emissions	IS/MND Pages 3-24 through 3-25	LTS	No	No	No	Yes
IS/MND Discussion: With the implementation of mitigation, the Proposed Project would not result in any residual significant and unavoidable impacts related to greenhouse gas emissions. Therefore, project implementation would not result in any residual significant impacts related to greenhouse emissions. IS/MND Mitigation Measures: None Identified or Necessary Project Change Discussion:						

Table 1 Environmental Review of Proposed Project Changes						
<i>Environmental Issue Area</i>	<i>Where Impact(s) were Analyzed in Prior Environmental Documents.</i>	<i>What were the Environmental Impact conclusions for the Original Proposed Project?</i>	<i>Do Proposed Changes Involve New Significant or Substantially More Severe Impacts?</i>	<i>Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?</i>	<i>Any New Information Requiring New Analysis or Verification?</i>	<i>Are Prior Mitigation Measures Sufficient for Addressing Any New Potential Changes or Impacts?</i>
The Proposed Phase 4 Refinements would have the same chances to cause a generate greenhouse gas emissions as was identified in the Original Proposed Project. The construction of the additional storage facilities with the Phase 4 Refinements would result in an incremental increase in air quality emissions. However, these increased emissions would not exceed any of the established thresholds of significance. Further, BAAQMD’s approach to analyses of construction impacts as noted in their BAAQMD CEQA Guidelines is to emphasize implementation of effective and comprehensive control measures rather than detailed quantification of emissions. With implementation of these dust control measures (Mitigation Measures AIR-1 in the IS/MND and listed above), the Proposed Project’s construction-related dust impacts would be even further reduced and would remain less-than-significant. Operations of the two pump stations of the Phase 4 Refinements will be connected to the existing electrical grid and will not produce any local or significant emissions. As a result, the proposed Phase 4 Refinements will not result in any new significant greenhouse gas impacts that have not already been considered and mitigated by the IS/MND or a substantial increase in the severity of a previously identified significant impact. The Proposed Phase 4 Refinements, therefore, would not have any incrementally significant effects on greenhouse gas emissions as defined in CEQA Guideline section 15162(a).						
Hazards and Hazardous Materials	IS/MND Pages 3-26 through 3-29	LTS/M	No	No	No	Yes
IS/MND Discussion: With the implementation of mitigation, the Proposed Project would not result in any residual significant and unavoidable impacts related to risks of upset or accidental release of hazards and hazardous materials. Therefore, project implementation would not result in any residual significant impacts related to hazards and hazardous materials. IS/MND Mitigation Measures: • Mitigation Measure HAZ-1: Store, Handle, Use Hazardous Materials in Accordance with Applicable Laws • Mitigation Measure HAZ-2: Properly Dispose of Contaminated Soil and/or Groundwater • Mitigation Measure HAZ-3: Properly Dispose of Hydrostatic Test Water • Mitigation Measure HAZ-4: Consult with FAA, Ukiah Municipal Airport, USFWS, and CDFW • Mitigation Measure HAZ-5: Develop and maintain Emergency Access Strategies • Mitigation Measure HAZ-6: Develop and implement Fire Management Plan³ Project Change Discussion: The Proposed Phase 4 Refinements would generally have the same chances to cause a significant hazard to the public and/or the environment as was identified in the Original Proposed Project. The construction activities						

³ Since the adoption of the City’s Recycled Water Project and IS/MND in 2013, CEQA has added a new Wildfire Category to the environmental checklist. However, the Original IS/MND fully analyzed the risks of the construction and operation of the entire Project, including Phase 4 activities to cause or contribute to wildfires. Further, this mitigation measure covers any potential risks to causing a wildfire(s) and will bring any significant impacts to a less-than-significant level.

Table 1 Environmental Review of Proposed Project Changes						
<i>Environmental Issue Area</i>	<i>Where Impact(s) were Analyzed in Prior Environmental Documents.</i>	<i>What were the Environmental Impact conclusions for the Original Proposed Project?</i>	<i>Do Proposed Changes Involve New Significant or Substantially More Severe Impacts?</i>	<i>Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?</i>	<i>Any New Information Requiring New Analysis or Verification?</i>	<i>Are Prior Mitigation Measures Sufficient for Addressing Any New Potential Changes or Impacts?</i>
associated with the revised storage facility would be substantially the same as they were originally described in the IS/MND as it would be constructed on City-owned land. As a result, the Proposed Phase 4 Refinements will not result in new significant impacts that have not already been considered and mitigated by the IS/MND or a substantial increase in the severity of a previously identified significant impact. The Proposed Phase 4 Refinements, therefore, would not have any incrementally significant effects on the potential to cause a significant hazard to the public and/or the environment as defined in CEQA Guideline section 15162(a).						
Hydrology and Water Quality	IS/MND Pages 3-30 through 3-33	LTS/M	No	No	No	Yes
IS/MND Discussion: With implementation of the mitigation measures listed in the IS/MND, implementation of the Proposed Project would not result in any residual significant impacts related to increased risk of flooding from stormwater runoff, from water quality effects from long-term urban runoff, or from short-term alteration of drainages and associated surface water quality and sedimentation. Based on these circumstances, the Proposed Project would not result in any residual significant and unavoidable adverse impacts to surface water hydrology and water quality. IS/MND Mitigation Measures: • Mitigation Measure HWQ-1: Implement Construction Best Management Practices • Mitigation Measure HWQ-2: Implement Recycled Water Best Management Practices Project Change Discussion: The Proposed Phase 4 Refinements would generally have the same impacts to hydrology and water quality as was identified in the Original Proposed Project. The construction activities associated with the Phase 4 Refinements would be substantially the same as they were originally described in the IS/MND and will help the City to reduce diversions from the Russian River by approximately 1 million gallons per day (mgd) and reduce the City's discharge back into the Russian River by 20 percent, which was approved by the State Board in August 2015 as part of Order WW0082. As a result, the Proposed Phase 4 Refinements will not result in new significant impacts that have not already been considered and mitigated by the IS/MND or a substantial increase in the severity of a previously identified significant hydrology and water quality impacts. The Proposed Phase 4 Refinements, therefore, would not have any incrementally significant hydrology and water quality effects as defined in CEQA Guideline section 15162(a).						
Land Use and Planning	IS/MND Page 3-34	NI	No	No	No	N/A
IS/MND Discussion: The IS/MND concluded that the Proposed Project would not have any adverse or significant effects on land use or land use planning. Specifically, the Proposed Project would not result in a disruption, physical division, or isolation of existing residential or open space areas. The Proposed Project would not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the Project area. The Proposed Project would also						

Table 1 Environmental Review of Proposed Project Changes						
<i>Environmental Issue Area</i>	<i>Where Impact(s) were Analyzed in Prior Environmental Documents.</i>	<i>What were the Environmental Impact conclusions for the Original Proposed Project?</i>	<i>Do Proposed Changes Involve New Significant or Substantially More Severe Impacts?</i>	<i>Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?</i>	<i>Any New Information Requiring New Analysis or Verification?</i>	<i>Are Prior Mitigation Measures Sufficient for Addressing Any New Potential Changes or Impacts?</i>
not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan. As a result, no mitigation is necessary. IS/MND Mitigation Measures: None identified or necessary. Project Change Discussion: The Proposed Phase 4 Refinements would have the same impacts to land use and land use planning as was identified in the Original Proposed Project. The construction activities associated with the Phase 4 Refinements would be substantially the same as they were originally described in the IS/MND. As a result, the Proposed Phase 4 Refinements will not result in new significant impacts that have not already been considered and mitigated by the IS/MND or a substantial increase in the severity of a previously identified significant impact. The Proposed Phase 4 Refinements, therefore, would not have any incrementally significant land use and land use planning effects as defined in CEQA Guideline section 15162(a).						
Mineral Resources	IS/MND Page 3-35	NI	No	No	No	Yes
IS/MND Discussion: The Proposed Project is not located in an area identified as containing mineral resources classified MRZ-2 by the State geologist that would be of value to the region and the residents of the state. As a result, the Proposed Project would not result in the loss of availability of known mineral resources; therefore, no impact is expected. No mitigation is required. IS/MND Mitigation Measures: None identified or necessary. Project Change Discussion: The Proposed Phase 4 Refinements would have the same impacts to mineral resources as was identified in the Original Proposed Project. The construction activities associated with the revised storage facility would be substantially the same as they were originally described in the IS/MND. As a result, the Proposed Phase 4 Refinements will not result in new significant impacts to mineral resources that have not already been considered and mitigated by the IS/MND and/or result in a substantial increase in the severity of a previously identified significant impact. The Proposed Phase 4 Refinements, therefore, would not have any incrementally significant mineral resource effects as defined in CEQA Guideline section 15162(a).						
Noise	IS/MND Pages 3-36 through 3-38	LTS/M	No	No	No	Yes
IS/MND Discussion:						

Table 1 Environmental Review of Proposed Project Changes						
<i>Environmental Issue Area</i>	<i>Where Impact(s) were Analyzed in Prior Environmental Documents.</i>	<i>What were the Environmental Impact conclusions for the Original Proposed Project?</i>	<i>Do Proposed Changes Involve New Significant or Substantially More Severe Impacts?</i>	<i>Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?</i>	<i>Any New Information Requiring New Analysis or Verification?</i>	<i>Are Prior Mitigation Measures Sufficient for Addressing Any New Potential Changes or Impacts?</i>
The Proposed Project has the potential to generate noise during the construction phase through the use of equipment and construction vehicle trips. Once constructed, the Proposed Project would not create any new sources of operational noise. Therefore, operation of the pipeline would not result in permanent noise impacts. Construction of the Proposed Project would generate temporary and intermittent noise. Noise levels would fluctuate depending on the particular type, number, and duration of use of various pieces of construction equipment. Back-up beepers associated with trucks and equipment used for material loading and unloading at the staging area would generate significantly increased noise levels over the ambient noise environment in order to be discernable and protect construction worker safety as required by OSHA (29 CFR 1926.601 and 29 CFR 1926.602). Businesses and residences in the vicinity of the project area could thus be exposed to these elevated noise levels. Construction activities associated with the project would be temporary in nature and related noise impacts would be short-term. However, since construction activities could substantially increase ambient noise levels at noise-sensitive locations, construction noise could result in potentially significant, albeit temporary, impacts to sensitive receptors. Compliance with the City noise ordinance and implementation of the following mitigation measures is expected to reduce impacts related to construction noise, to a less-than-significant level. IS/MND Mitigation Measures: • Mitigation Measure NOI-1: Limit Construction Hours • Mitigation Measure NOI-2: Locate Staging Areas away from Sensitive Receptors • Mitigation Measure NOI-3: Maintain Mufflers on Equipment • Mitigation Measure NOI-4: Idling Prohibition and Enforcement • Mitigation Measure NOI-5: Equipment Location and Shielding Project Change Discussion: The Proposed Phase 4 Refinements would generally have the same impacts on noise and sensitive receptors as was identified in the Original Proposed Project. The construction activities associated with the Phase 4 Refinements would be substantially the same as they were originally described in the IS/MND. As a result, the Proposed Phase 4 Refinements will not result in new significant noise impacts that have not already been considered and mitigated by the IS/MND and/or result in a substantial increase in the severity of a previously identified significant noise impact. The Proposed Phase 4 Refinements, therefore, would not have any incrementally significant effects on noise and sensitive receptors as defined in CEQA Guideline section 15162(a).						
Population and Housing	IS/MND Page 3-39 through 3-40	NI	No	No	No	N/A
IS/MND Discussion: The Proposed Project would not induce population growth either directly or indirectly. The Proposed Project/Action would be to serve the City with up to 2,500 afy of tertiary treated recycled water for irrigation purposes. This would help supplement the City's current groundwater supplies, but would not be a sufficient supply to induce urban growth in the area. Construction of the Proposed Project/Action would avoid the need to demolish any existing houses and would not affect any other housing structures. In addition, construction, operation, and						

Table 1 Environmental Review of Proposed Project Changes						
<i>Environmental Issue Area</i>	<i>Where Impact(s) were Analyzed in Prior Environmental Documents.</i>	<i>What were the Environmental Impact conclusions for the Original Proposed Project?</i>	<i>Do Proposed Changes Involve New Significant or Substantially More Severe Impacts?</i>	<i>Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?</i>	<i>Any New Information Requiring New Analysis or Verification?</i>	<i>Are Prior Mitigation Measures Sufficient for Addressing Any New Potential Changes or Impacts?</i>
maintenance would not result in any substantial increase in numbers of permanent workers/employees. Therefore, no impacts are anticipated and no mitigation is required. IS/MND Mitigation Measures: None identified or necessary. Project Change Discussion: The Proposed Phase 4 Refinements would have the same impact on population and/or housing as was identified in the Original Proposed Project. The construction activities associated with the Phase 4 Refinements would be substantially the same as they were originally described in the IS/MND. As a result, the Proposed Phase 4 Refinements will not result in new significant impacts to population and/or housing that have not already been considered and mitigated by the IS/MND or result in a substantial increase in the severity of a previously identified significant impact. The Proposed Phase 4 Refinements, therefore, would not have any incrementally significant effects on population and/or housing as defined in CEQA Guideline section 15162(a).						
Public Services	IS/MND Page 3-41	NI	No	No	No	N/A
IS/MND Discussion: The Proposed Project would not generate population growth and the operation and maintenance of the Proposed Project would not be labor intensive. In addition, the Proposed Project would not increase the demand for the kinds of public services that would support new residents, such as schools, parks, fire, police, or other public facilities. As a result, no impacts are anticipated and no mitigation is required. IS/MND Mitigation Measures: None identified or necessary Project Change Discussion: The Proposed Phase 4 Refinements would have the same or less impact on public services as was identified in the Original Proposed Project. The construction activities associated with the Phase 4 Refinements would be substantially the same as they were originally described in the IS/MND. As a result, the Proposed Phase 4 Refinements will not result in new significant impacts that have not already been considered and mitigated by the IS/MND and/or result in a substantial increase in the severity of a previously identified significant impact. The Proposed Phase 4 Refinements, therefore, would not have any incrementally significant effects on public services as defined in CEQA Guideline section 15162(a).						
Recreation	IS/MND Page 3-42	NI	No	No	No	N/A
IS/MND Discussion: The Proposed Project would not contribute to population growth. Therefore, the Proposed Project would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial						

Table 1 Environmental Review of Proposed Project Changes						
<i>Environmental Issue Area</i>	<i>Where Impact(s) were Analyzed in Prior Environmental Documents.</i>	<i>What were the Environmental Impact conclusions for the Original Proposed Project?</i>	<i>Do Proposed Changes Involve New Significant or Substantially More Severe Impacts?</i>	<i>Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?</i>	<i>Any New Information Requiring New Analysis or Verification?</i>	<i>Are Prior Mitigation Measures Sufficient for Addressing Any New Potential Changes or Impacts?</i>
physical deterioration of the facility would occur or be accelerated. As a result, no impact is expected and no mitigation is required. IS/MND Mitigation Measures: None identified or necessary. Project Change Discussion: The Phase 4 Refinements would have the same or less impact on recreation as was identified in the Original Proposed Project. The construction activities associated with the Phase 4 Refinements would be substantially the same as they were originally described in the IS/MND. As a result, the Proposed Phase 4 Refinements will not result in new significant impacts that have not already been considered and mitigated by the IS/MND and/or result in a substantial increase in the severity of a previously identified significant impact. The Proposed Phase 4 Refinements, therefore, would not have any incrementally significant effects on recreation as defined in CEQA Guideline section 15162(a).						
Socioeconomics	IS/MND Pages 3-43 and 3-44	LTS	No	No	No	N/A
IS/MND Discussion: While, not a specific CEQA resource category, the IS/MND conducted an evaluation on the Proposed Project's potential to have socioeconomic impacts in order to comply with the National Environmental Policy Act (NEPA). As such, the IS/MND concluded that the Proposed Project would not have any socioeconomic impacts. The Proposed Project does not propose any features that would result in disproportionate adverse human health or environmental effects, have any physical effects on minority or low-income populations, and/or alter socioeconomic conditions of populations that reside or work within the City and vicinity. IS/MND Mitigation Measures: None identified or necessary. Project Change Discussion: The Proposed Phase 4 Refinements would have the same impact on socioeconomics as was identified in the Original Proposed Project. The construction activities associated with the Phase 4 Refinements would be substantially the same as they were originally described in the IS/MND. As a result, the Proposed Phase 4 Refinements will not result in new significant impacts that have not already been considered and mitigated by the IS/MND and/or result in a substantial increase in the severity of a previously identified significant impact. The Proposed Phase 4 Refinements, therefore, would not have any incrementally significant effects on socioeconomics as defined in CEQA Guideline section 15162(a).						
Traffic and Transportation	IS/MND Pages 3-45 through 3-46	LTS/M	No	No	No	Yes

Table 1 Environmental Review of Proposed Project Changes						
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IS/MND Discussion: Through the implementation of the mitigation measures identified in the IS/MND, potentially significant traffic impacts resulting from the construction of the Proposed Project would be reduced to a less-than-significant level through proper construction sequencing, maintenance of two-way traffic, where possible, during construction, and measures to avoid the creation of traffic hazards. Based on these findings, the Proposed Project would not result in any residual significant and unavoidable impacts to traffic. IS/MND Mitigation Measures: - Mitigation Measure TRA-1: Prepare and Implement Traffic Control Plan - Mitigation Measure TRA-2: Return Roads to Pre-construction Condition Project Change Discussion: The Proposed Phase 4 Refinements would have the same impacts on traffic and transportation as was identified in the Original Proposed Project. The construction activities associated with the Phase 4 Refinements would be substantially the same as they were originally described in the IS/MND. As a result, the Proposed Phase 4 Refinements will not result in new significant impacts that have not already been considered and mitigated by the IS/MND or a substantial increase in the severity of a previously identified significant impact. The Proposed Phase 4 Refinements, therefore, would not have any incrementally significant effects on traffic and transportation as defined in CEQA Guideline section 15162(a).						
Utilities and Service Systems	IS/MND Pages 3-47 through 3-48	LTS	No	No	No	N/A
IS/MND Discussion: Construction and operation of the Proposed Project would not involve activities that would cause a significant impact to existing utility services. IS/MND Mitigation Measures: None identified or necessary. Project Change Discussion: The Proposed Phase 4 Refinements would have the same or less impact on utilities and service systems as was identified in the Original Proposed Project. The construction activities associated with the Phase 4 Refinements would be substantially the same as they were originally described in the IS/MND. As a result, the Proposed Phase 4 Refinements will not result in new significant impacts that have not already been considered and mitigated by the IS/MND and/or result in a substantial increase in the severity of a previously identified significant impact. The Proposed Phase 4 Refinements, therefore, would not have any incrementally significant effects on utilities and service systems as defined in CEQA Guideline section 15162(a).						
	IS/MND	LTS/M	No	No	No	Yes

Table 1
Environmental Review of Proposed Project Changes

<i>Environmental Issue Area</i>	<i>Where Impact(s) were Analyzed in Prior Environmental Documents.</i>	<i>What were the Environmental Impact conclusions for the Original Proposed Project?</i>	<i>Do Proposed Changes Involve New Significant or Substantially More Severe Impacts?</i>	<i>Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?</i>	<i>Any New Information Requiring New Analysis or Verification?</i>	<i>Are Prior Mitigation Measures Sufficient for Addressing Any New Potential Changes or Impacts?</i>
Mandatory Findings of Significance	Pages 3-49 and 3-50					

IS/MND Discussion:

With the incorporation of the previously identified mitigation measures, the Proposed Project will not substantially degrade the quality of the environment, reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory. Any impacts from the Proposed Project in these areas are considered here to be less-than-significant with the implementation and incorporation of the above mentioned mitigation measures. In accordance with CEQA Guidelines Section 15183, the environmental analysis in this Initial Study was conducted to determine if there were any project-specific effects as a result of the Proposed Project. No direct project-specific significant effects were identified that could not be mitigated to a less-than-significant level. Mitigation Measures incorporated herein mitigate any potential contribution to cumulative (as well as direct) impacts associated with these environmental issues. Therefore, the Proposed Project does not have impacts that are individually limited, but cumulatively considerable. As a result of mitigation included in this environmental document, the Proposed Project would not result in substantial adverse effects to humans, either directly or indirectly.

IS/MND Mitigation Measures:

- See previous mitigation measures for each resource category as identified above.

Project Change Discussion:

The Proposed Phase 4 Refinements would have the same or fewer impacts the environment and humans as the Original Proposed Project. The construction activities associated with the Phase 4 Refinements would be substantially the same as they were originally described in the IS/MND. As a result, the Proposed Phase 4 Refinements will not result in new significant impacts that have not already been considered and mitigated by the IS/MND and/or result in a substantial increase in the severity of a previously identified significant impact. The Proposed Phase 4 Refinements, therefore, would not have any incrementally significant effects on the environment and humans as defined in CEQA Guideline section 15162(a).

Chapter 4 Conclusion

The conclusion of this Addendum is that the Proposed Phase 4 Refinements will not result in new significant impacts, substantially increase the severity of previously disclosed impacts or involve any of the other conditions related to changed circumstances or new information that can require a subsequent or supplemental EIR under Public Resources Code section 21166 and CEQA Guidelines section 15162 beyond those impacts and conditions already identified in the City's Public Draft and Final IS/MND (SCH #2013032072), which was certified and approved by the City on June 5, 2013. Thus, an Addendum is the appropriate level of CEQA analysis and the appropriate method of amending the June 5, 2013 Adopted IS/MND, pursuant to Sections 15162 and 15164 of the CEQA Guidelines. As discussed in this Addendum, CEQA and the CEQA Guidelines do not require a subsequent or supplemental negative declaration or environmental impact report for the proposed alignment changes. Therefore, it would be appropriate for the City to approve the Proposed Changes and supplemental analysis to the Proposed Project based on this Addendum.

Appendix A

Native American Tribe Correspondence

City of Ukiah Recycled Water Project – Phase 4 Refinements



October 23, 2018

Native American Heritage Commission
1550 Harbor Boulevard, Suite 100
West Sacramento, CA 95691

**Subject: Sacred Land Files and Native American Contact List Request for the City of Ukiah's
Proposed Recycled Water Project, Mendocino County**

To Whom It May Concern:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project. The Proposed Project consists of approximately 9.4-miles of recycled water pipeline ranging in size from 16-8 inches in diameter from the Ukiah Wastewater Treatment Plant to serve approximately 990 acres of agricultural and urban landscape irrigation lands within the Ukiah Valley. Phases 1-3 are now under construction and Phase 4 needs some additional refinements and subsequent environmental review. The Proposed Project is located on the Ukiah, California USGS 7.5 Minute Topographic Map and generally located at Section 20 Township 15 West and Range 12 West (S20 T15N R12W). Please see attached request form.

We would appreciate your checking the Sacred Lands Files to see if there are any culturally sensitive areas within the immediate project vicinity. We would also like to receive a list of Native American organizations that may have knowledge in the area and we will attempt to contact them to solicit their written input/concerns about the Proposed Project.

Thank you for your cooperation and assistance. I look forward to your earliest possible reply. If any questions, please feel free to contact me at 916-517-2189 or at steve@smbenvironmental.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "SJB", is written over a light blue horizontal line.

Steve Brown

NATIVE AMERICAN HERITAGE COMMISSION

915 CAPITOL MALL, ROOM 364
SACRAMENTO, CA 95814
(916) 653-6251
Fax (916) 657-5390



August 9, 2012

Steve Brown
SMB Environmental
P.O. Box 381
Roseville, CA 95661

Sent by Fax: N/A
Number of Pages: 4

Re: City of Ukiah's Proposed Recycled Water Project, Mendocino County.

Dear Mr. Brown:

A record search of the sacred land file has failed to indicate the presence of Native American cultural resources in the immediate project area. The absence of specific site information in the sacred lands file does not indicate the absence of cultural resources in any project area. Other sources of cultural resources should also be contacted for information regarding known and recorded sites.

Enclosed is a list of Native Americans individuals/organizations who may have knowledge of cultural resources in the project area. The Commission makes no recommendation or preference of a single individual, or group over another. This list should provide a starting place in locating areas of potential adverse impact within the proposed project area. I suggest you contact all of those indicated, if they cannot supply information, they might recommend others with specific knowledge. By contacting all those listed, your organization will be better able to respond to claims of failure to consult with the appropriate tribe or group. If a response has not been received within two weeks of notification, the Commission requests that you follow-up with a telephone call to ensure that the project information has been received.

If you receive notification of change of addresses and phone numbers from any of these individuals or groups, please notify me. With your assistance we are able to assure that our lists contain current information. If you have any questions or need additional information, please contact me at (916) 653-4038.

Sincerely,

Debbie Pilas-Treadway
Environmental Specialist III

**Native American Contacts
Mendocino County
August 8, 2012**

Coyote Valley Band of Pomo Indians
John Feliz Jr., Chairperson
P.O. Box 39/ 7901 Hwy 10, Pomo
Redwood Valley , CA 95470
johnfeliz21@aol.com
(707) 485-8723
(707) 485-1247 Fax

Manchester-Point Arena Rancheria
Nelson Pinola, Chairperson
P.O. Box 623 Pomo
Point Arena , CA 95468t
manptarena@hughes.net
(707) 882-2788
(707) 882-3417 Fax

Guidiville Band of Pomo Indians
Merline Sanchez, Chairperson
P.O. Box 339 Pomo
Talmage , CA 95481
admin@guidiville@.net
(707) 462-3682
(707) 462-9183 - Fax

Noyo River Indian Community
Harriet L. Stanley-Rhoades
P.O. Box 91 North Coastal Pomo
Fort Bragg , CA 95437
noyojetty1@earthlink.net
(707) 964-2647

Hopland Band of Pomo Indians
Shawn Padi, Chairperson
3000 Shanel Road \ 98 Shokowa
Hopland , CA 95449 Sokow
spadi@hoplandtribe.com Shanel
(707) 472-2100, Ext 1405 Pomo
(707) 744-1506 - Fax

Pinoleville Pomo Nation
Leona Willams, Chairperson
500 B Pinoleville Drive Pomo
Ukiah , CA 95482
tcouncil@pinoleville-nsn.gov
(707) 463-1454
(707) 463-6601 FAX

Laytonville Rancheria/Cahto Indian Tribe
Christy Taylor, Chairperson
P.O. Box 1239 Cahto
Laytonville , CA 95454 Kato
Chairwoman @cahto.org Pomo
(707) 984-6197
(707) 984-6201 Fax

Pinoleville Pomo Nation
Angela James, THPO
500 B Pinoleville Drive Pomo
Ukiah , CA 95482
david.s.edmonds@gmail.com
(707) 463-1454
(707) 463-6601 FAX

Laytonville Rancheria/Cahto Indian Tribe
Atta P. Stevenson, Cultural Resources
P.O. Box 1404 Cahto
Laytonville , CA 95454 Kato
wtalker101@yahoo.com Pomo
707-841-0058

Pinoleville Pomo Nation
Dave Edmunds, Environmental Director
500 B Pinoleville Drive Pomo
Ukiah , CA 95482
david.s.edmonds@gmail.com
(707) 463-1454
(707) 463-6601 FAX

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This list is only applicable for contacting local Native Americans with regard to cultural resources for the proposed City of Ukiah proposed Recycled Water project, Mendocino County

**Native American Contacts
Mendocino County
August 8, 2012**

Pinoleville Pomo Nation
Erika Williams, Section 106 Coordinator
500 B Pinoleville Drive Pomo
Ukiah , CA 95482
david.s.edmonds@gmail.com
(707) 463-1454
(707) 463-6601 FAX

Redwood Valley Rancheria of Pomo
Zhao Qui, Cultural Resources Coordinator
3250 Road I Pomo
Redwood , CA 95470
redwoodres@pacific.net
(707)485-0361
Fax:(707) 485-5726

Potter Valley Tribe
Greg Young, Environmental Coordinator
2251 South State Street Pomo
Ukiah , CA 95482
(707) 462-1213
(707) 462-1240 FAX

Redwood Valley Rancheria of Pomo
Steve Nevarez Jr., Environmental Coordinator
3250 Road I Pomo
Redwood , CA 95470
redwoodres@pacific.net
(707)485-0361
Fax:(707) 485-5726

Potter Valley Tribe
Salvador Rosales, Chairperson
2251 South State Street Pomo
Ukiah , CA 95482
pottervalleytribe@comcast.net
(707) 462-1213
(707) 462-1240 - Fax

Round Valley Reservation/Covelo Indian Community
Kenneth Wright, President
77826 HWY 162 Yuki ; Nomlaki
Covelo , CA 95428 Pit River
(707) 983-6126 Pomo
(707) 983-6128 - Fax Concow
Wailaki; Wintun

Redwood Valley Rancheria of Pomo
Elizabeth Hansen, Chairperson
3250 Road I Pomo
Redwood , CA 95470
redwoodres@pacific.net
(707)485-0361
(707) 485-5726 - Fax

She Bel Na Band of Pomo Indians
Dina Bowen-Welsh, Secretary
PO Box 1613 Pomo
Fort Bragg , CA 95437
707-964-8126

Redwood Valley Rancheria of Pomo
Lois Lockart, Tribal Administrator
3250 Road I Pomo
Redwood , CA 95470
redwoodres@pacific.net
(707)485-0361
Fax:(707) 485-5726

Sherwood Valley Rancheria of Pomo
Michael Fitzgerral, Chairperson
190 Sherwood Hill Drive Pomo
Willits , CA 95490
svradministrator@sbcglobal.net
(707) 459-9690
(707) 459-6936 - Fax

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**Native American Contacts
Mendocino County
August 8, 2012**

Sherwood Valley Rancheria of Pomo
Talisha Melluish, Cultural Resource Specialist
190 Sherwood Hill Drive Pomo
Willits , CA 95490

Yokayo Tribe
Chairperson
P.O. Box 362 Pomo
Talmadge , CA 95481

(707) 459-9690
(707) 459-6936 - Fax

Sherwood Valley Rancheria of Pomo
Hillary Renick, THPO
190 Sherwood Hill Drive Pomo
Willits , CA 95490

(707) 459-9690
(707) 459-6936 - Fax

Stewarts Point Rancheria
Ralph Sepulveda, Chairperson
1420 Guerneville Road, Ste 1 Pomo
Santa Rosa , CA 95403
ralph@stewartspointrancheria.

(707) 591-0580-voice
(707) 591-0583 - Fax

Stewarts Point Rancheria
Nina Hapner, Environmental Planning Department
1420 Guerneville Road, Ste 1 Pomo
Santa Rosa , CA 95403
nina@stewartspoint.com
(707) 591-0580 ext107
(707) 591-0583 FAX

Stewarts Point Rancheria THPO
Emilio Valencia, Tribal Historic Perservation Officer
1420 Guerneville Road, Ste 1 Pomo
Santa Rosa , CA 95403
(707) 591-0580 EXT 105
(707) 591-0583 FAX

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August 17, 2012

John Feliz Jr. Chairperson
Coyote Valley Band of Pomo Indians
P.O. Box 39/7901 Hwy 10
Redwood Valley CA 95470

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Mr. Feliz:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Thank you for your cooperation and assistance. I look forward to your earliest possible reply. If any questions, please feel free to contact me at 916-517-2189 or at steve@smbenviromental.com.

Sincerely,

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Steve Brown
Principal



August 17, 2012

Merline Sanchez, Chairperson
Guidiville Band of Pomo Indians
P.O. Box 339
Talmage, CA 95481

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Merline Sanchez:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Shawn Padi, Chairperson
Hopland Band of Pomo Indians
3000 Shanel Road/98
Hopland, CA 95449

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Shawn Padi:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

P. Stevenson, Cultural Resources
Laytonville Rancheria/Cahto Indian tribe
P.O. Box 1239
Laytonville, CA 95454

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear P. Stevenson:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Christy Taylor, Chairperson
Laytonville Rancheria/Cahto Indian tribe
P.O. Box 1239
Laytonville, CA 95454

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Christy Taylor:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Nelson Pinola, Chairperson
Manchester-Point Arena Rancheria
P.O. Box 623
Point Arena, CA 95468

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Nelson Pinola:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Harriet L. Stanley-Rhoades
Noyo River Indian Community
P.O. Box 91
Fort Bragg, CA 95437

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Harriet L. Stanley-Rhoades:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Dave Edmonds, Environmental Director
Pinoleville Pomo Nation
500 B Pinoleville Drive
Ukiah, CA 95482

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Dave Edmonds:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Erika Williams, Section 106 Coordinator
Pinoleville Pomo Nation
500 B Pinoleville Drive
Ukiah, CA 95482

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Erika Williams:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Angela James, THPO
Pinoleville Pomo Nation
500 B Pinoleville Drive
Ukiah, CA 95482

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Angela James:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Leona Williams, Chairperson
Pinoleville Pomo Nation
500 B Pinoleville Drive
Ukiah, CA 95482

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Leona Williams:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Dave Edmonds, Environmental Director
Angela James, THPO
Leona Williams, Chairperson
Erika Williams, Section 106 Coordinator
Pinoleville Pomo Nation
500 B Pinoleville Drive
Ukiah, CA 95482

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Pinoleville Pomo Nation:

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Steve Brown
Principal



August 17, 2012

Greg Young, Environmental Coordinator
Potter Valley Tribe
2251 South State Street
Ukiah, CA 95482

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Greg Young:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Sincerely,

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Steve Brown
Principal



August 17, 2012

Salvador Rosales, Chairperson
Potter Valley Tribe
2251 South State Street
Ukiah, CA 95482

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Salvador Rosales:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

The Native American Heritage Commission was contacted about the Proposed Project and provided us with a list of Native American individuals and organizations that may have knowledge of cultural resources in the project area. As a result, we are requesting that you please provide us with any information you may have about cultural resources or sites in the project area so that we can determine ways to protect those sites, including archeological sites and other locations of special value to Native Americans.

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Steve Brown
Principal



August 17, 2012

Elizabeth Hansen, Chairperson
Redwood Valley Rancheria of Pomo
3250 Road I
Redwood, CA 95470

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Elizabeth Hansen:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Steve Nevarez Jr., Environmental Coordinator
Redwood Valley Rancheria of Pomo
3250 Road I
Redwood, CA 95470

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Steve Nevarez Jr.:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Zhao Qui, Cultural Resources Coordinator
Redwood Valley Rancheria of Pomo
3250 Road I
Redwood, CA 95470

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Zhao Qui:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Lois Lockhart, Tribal Administrator
Redwood Valley Rancheria of Pomo
3250 Road I
Redwood, CA 95470

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Lois Lockhart:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 afy of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Kenneth Wright, President
Round Valley Reservation/Covelo Indian Community
77826 Hwy 162
Covelo, CA 95428

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Kenneth Wright:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Dina Bowen-Welsh, Secretary
She Bel Na Band of Pomo Indians
P.O. Box 1613
Fort Bragg, CA 95437

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Dina Bowen-Welsh:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Principal



August 17, 2012

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She Bel Na Band of Pomo Indians
P.O. Box 1613
Fort Bragg, CA 95437

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Steve Brown
Principal



August 17, 2012

Michael Fitzgerral, Chairperson
Sherwood Valley Rancheria of Pomo
190 Sherwood Hill Drive
Willits, CA 95490

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Michael Fitzgerral:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Ralph Sepulveda, Chairperson
Stewarts Point Rancheria
1420 Guerneville Road, Ste 1
Santa Rosa, CA 95403

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Ralph Sepulveda:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Emilio Valencia, Tribal Historic Preservation Officer
Stewarts Point Rancheria
1420 Guerneville Road, Ste 1
Santa Rosa, CA 95403

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Emilio Valencia:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Chairperson
Yokayo Tribe
P.O. Box 362
Talmage, CA 95481

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Chairperson:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

John Feliz Jr. Chairperson
Coyote Valley Band of Pomo Indians
P.O. Box 39/7901 Hwy 10
Redwood Valley CA 95470

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Mr. Feliz:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Merline Sanchez, Chairperson
Guidiville Band of Pomo Indians
P.O. Box 339
Talmage, CA 95481

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Merline Sanchez:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Shawn Padi, Chairperson
3000 Shanel Road/98
Hopland, CA 95449

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Shawn Padi:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Chairperson
Yokayo Tribe
P.O. Box 362
Talmage, CA 95481

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

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Steve Brown
Principal



August 17, 2012

Emilio Valencia, Tribal Historic Preservation Officer
Stewarts Point Rancheria
1420 Guerneville Road, Ste 1
Santa Rosa, CA 95403

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

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Steve Brown
Principal



August 17, 2012

Ralph Sepulveda, Chairperson
Stewarts Point Rancheria
1420 Guerneville Road, Ste 1
Santa Rosa, CA 95403

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Ralph Sepulveda:

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Steve Brown
Principal



August 17, 2012

Nina Hapner, Environmental Planning Department
Stewarts Point Rancheria
1420 Guerneville Road, Ste 1
Santa Rosa, CA 95403

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Nina Hapner:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

The Native American Heritage Commission was contacted about the Proposed Project and provided us with a list of Native American individuals and organizations that may have knowledge of cultural resources in the project area. As a result, we are requesting that you please provide us with any information you may have about cultural resources or sites in the project area so that we can determine ways to protect those sites, including archeological sites and other locations of special value to Native Americans.

Thank you for your cooperation and assistance. I look forward to your earliest possible reply. If any questions, please feel free to contact me at 916-517-2189 or at steve@smbenvironmental.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "SJB", is written over a light blue horizontal line.

Steve Brown
Principal



August 17, 2012

Hillary Renick, THPO
Sherwood Valley Rancheria of Pomo
190 Sherwood Hill Drive
Willits, CA 95490

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Hillary Renick:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Talisha Melliush, Cultural Resource Specialist
Sherwood Valley Rancheria of Pomo
190 Sherwood Hill Drive
Willits, CA 95490

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Talisha Melliush:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Michael Fitzgerral, Chairperson
Sherwood Valley Rancheria of Pomo
190 Sherwood Hill Drive
Willits, CA 95490

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Michael Fitzgerral:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Dina Bowen-Welsh, Secretary
She Bel Na Band of Pomo Indians
P.O. Box 1613
Fort Bragg, CA 95437

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Dina Bowen-Welsh:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Kenneth Wright, President
Round Valley Reservation/Covelo Indian Community
77826 Hwy 162
Covelo, CA 95428

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Kenneth Wright:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Lois Lockhart, Tribal Administrator
Redwood Valley Rancheria of Pomo
3250 Road I
Redwood, CA 95470

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Lois Lockhart:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 afy of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Zhao Qui, Cultural Resources Coordinator
Redwood Valley Rancheria of Pomo
3250 Road I
Redwood, CA 95470

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Zhao Qui:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Steve Nevarez Jr., Environmental Coordinator
Redwood Valley Rancheria of Pomo
3250 Road I
Redwood, CA 95470

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Steve Nevarez Jr.:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Elizabeth Hansen, Chairperson
Redwood Valley Rancheria of Pomo
3250 Road I
Redwood, CA 95470

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Elizabeth Hansen:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Greg Young, Environmental Coordinator
Potter Valley Tribe
2251 South State Street
Ukiah, CA 95482

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Greg Young:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Salvador Rosales, Chairperson
Potter Valley Tribe
2251 South State Street
Ukiah, CA 95482

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Salvador Rosales:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Dave Edmonds, Environmental Director
Angela James, THPO
Leona Williams, Chairperson
Erika Williams, Section 106 Coordinator
Pinoleville Pomo Nation
500 B Pinoleville Drive
Ukiah, CA 95482

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Pinoleville Pomo Nation:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Leona Williams, Chairperson
Pinoleville Pomo Nation
500 B Pinoleville Drive
Ukiah, CA 95482

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Leona Williams:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Angela James, THPO
Pinoleville Pomo Nation
500 B Pinoleville Drive
Ukiah, CA 95482

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Angela James:

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Steve Brown
Principal



August 17, 2012

Erika Williams, Section 106 Coordinator
Pinoleville Pomo Nation
500 B Pinoleville Drive
Ukiah, CA 95482

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Erika Williams:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

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Steve Brown
Principal



August 17, 2012

Dave Edmonds, Environmental Director
Pinoleville Pomo Nation
500 B Pinoleville Drive
Ukiah, CA 95482

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Dave Edmonds:

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Steve Brown
Principal



August 17, 2012

Harriet L. Stanley-Rhoades
Noyo River Indian Community
P.O. Box 91
Fort Bragg, CA 95437

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Harriet L. Stanley-Rhoades:

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Steve Brown
Principal



August 17, 2012

Nelson Pinola, Chairperson
Manchester-Point Arena Rancheria
P.O. Box 623
Point Arena, CA 95468

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Nelson Pinola:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

The Native American Heritage Commission was contacted about the Proposed Project and provided us with a list of Native American individuals and organizations that may have knowledge of cultural resources in the project area. As a result, we are requesting that you please provide us with any information you may have about cultural resources or sites in the project area so that we can determine ways to protect those sites, including archeological sites and other locations of special value to Native Americans.

Thank you for your cooperation and assistance. I look forward to your earliest possible reply. If any questions, please feel free to contact me at 916-517-2189 or at steve@smbenviromental.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "SJB", is written over a light blue horizontal line.

Steve Brown
Principal



August 17, 2012

Christy Taylor, Chairperson
Laytonville Rancheria/Cahto Indian tribe
P.O. Box 1239
Laytonville, CA 95454

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Christy Taylor:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

The Native American Heritage Commission was contacted about the Proposed Project and provided us with a list of Native American individuals and organizations that may have knowledge of cultural resources in the project area. As a result, we are requesting that you please provide us with any information you may have about cultural resources or sites in the project area so that we can determine ways to protect those sites, including archeological sites and other locations of special value to Native Americans.

Thank you for your cooperation and assistance. I look forward to your earliest possible reply. If any questions, please feel free to contact me at 916-517-2189 or at steve@smbenviromental.com.

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Steve Brown
Principal



August 17, 2012

P. Stevenson, Cultural Resources
Laytonville Rancheria/Cahto Indian tribe
P.O. Box 1239
Laytonville, CA 95454

Subject: Request for Information Regarding Known Cultural Resources Sites for the Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear P. Stevenson:

SMB Environmental, Inc. (SMB) is assisting the City of Ukiah (City) prepare environmental documentation for its proposed Recycled Water Project (Proposed Project). The Proposed Project would primarily consist of the construction of an approximately 9.4-mile pipeline system to serve a combined set of agricultural and urban landscape irrigation demands in the Ukiah Valley with approximately 1,375 acre-feet per year (afy) of tertiary treated recycled water from the City's existing Ukiah Wastewater Treatment Plant (UWWTP) that meets the requirements for disinfected tertiary recycled water "unrestricted use" as defined in California Code of Regulations (CCR), Title 22, Sections 60301 through 60355. The pipeline system would be primarily located within existing paved City roadways and agricultural service roads through the Ukiah Valley east of Highway 101 and west of the Russian River. Please see attached Project Map.

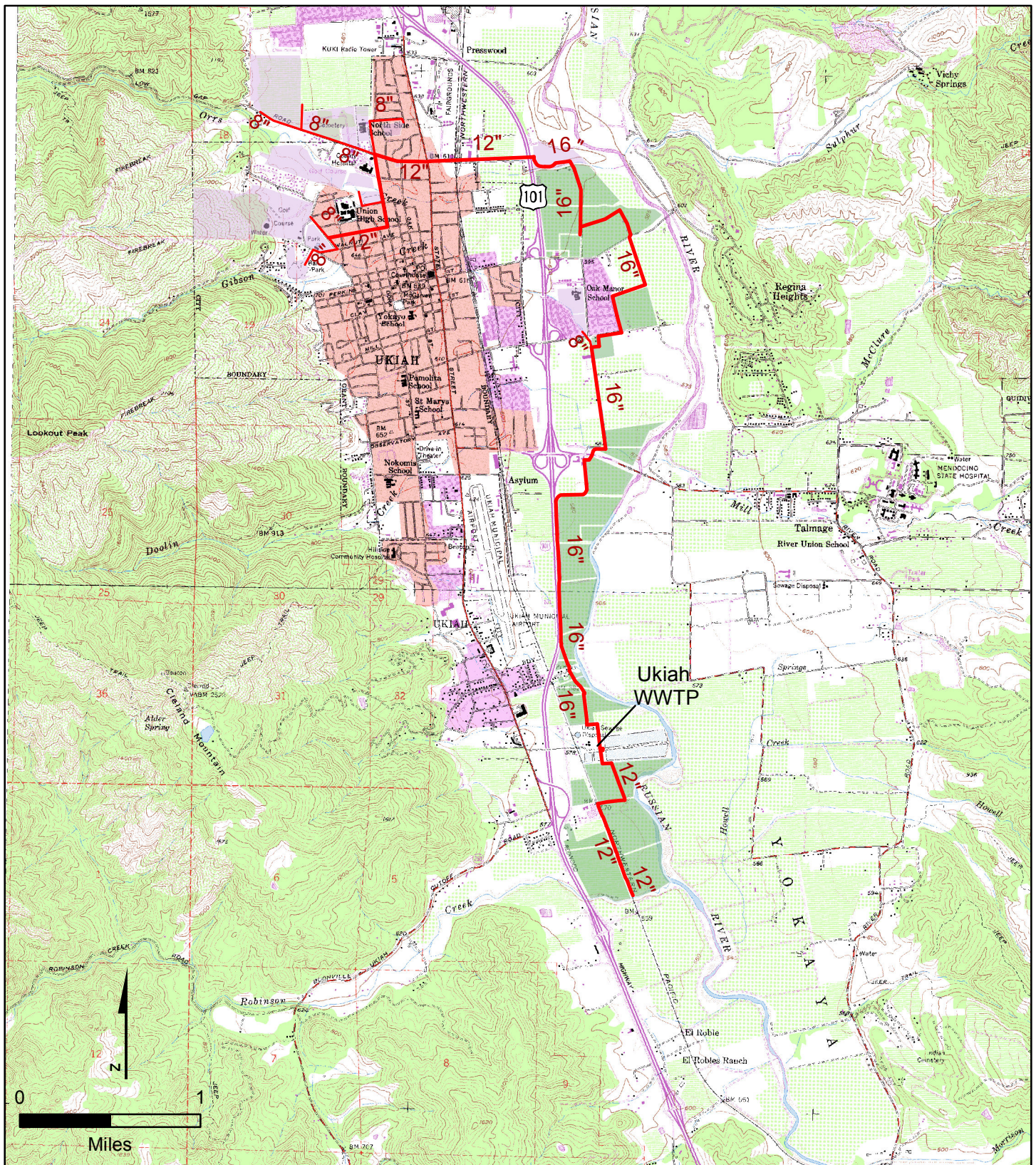
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Sincerely,

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Steve Brown
Principal



Legend

- Proposed Pipeline
- 12" and larger
- 8" and smaller
- Landscape Parcels
- Agricultural Parcels

Figure 1
PROPOSED PROJECT/ACTION
 CITY OF UKIAH
 RECYCLED WATER PROJECT
 INITIAL STUDY/
 MITIGATED NEGATIVE DECLARATION



November 27, 2018

Redwood Valley or Little River Band of Pomo Indians
ATTN: Debra Ramirez, Chairperson
3250 Road 1
Redwood Valley, CA 95470

**Subject: Request for Government-to-Government Consultation under Assembly Bill 52 (AB-52)
for the City of Ukiah's Proposed Phase 4 Refinements to the Recycled Water Project**

Dear: Redwood Valley or Little River Band of Pomo Indians

The City of Ukiah (City) is requesting a formal government-to-government consultation with your organization to discuss the City's Proposed Phase 4 Refinements to its Recycled Water Project (Proposed Project) and the potential that the Proposed Project could have on tribal and/or cultural resources in the area. Please see attached Figure.

The Native American Heritage Commission was contacted about the Proposed Project and provided us with a list of Native American individuals and organizations that may have knowledge of tribal and/or cultural resources in the Project Area as part of the AB52 requirements. As a result, we are requesting that you please provide us with any information you may have about cultural resources or sites in the project area so that we can determine ways to protect those sites, including archeological sites and other locations of special value to Native Americans.

Thank you for your cooperation and assistance. I look forward to your earliest possible reply. If we do not receive a request from you (or your organization) within 30 days, we will assume that you do not want to have a formal consultation and agree with our assessment that the Proposed Project would not have any impacts to Tribal Cultural Resources that you are aware of. If you have any questions, please feel free to contact me at (707) 467-5712 or at swhite@cityofukiah.com.

Sincerely,

Sean K. White
Director of Water Resources

ENC.2



November 27, 2018

Round Valley Indian Tribes of the Round Valley Reservation
ATTN: James Russ, President
77826 Covelo Road
Covelo, CA 95428

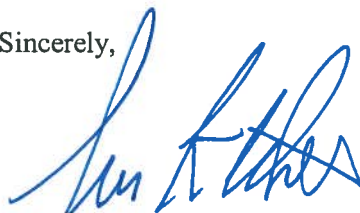
**Subject: Request for Government-to-Government Consultation under Assembly Bill 52 (AB-52)
for the City of Ukiah's Proposed Phase 4 Refinements to the Recycled Water Project**

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The City of Ukiah (City) is requesting a formal government-to-government consultation with your organization to discuss the City's Proposed Phase 4 Refinements to its Recycled Water Project (Proposed Project) and the potential that the Proposed Project could have on tribal and/or cultural resources in the area. Please see attached Figure.

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Sincerely,

Sean K. White
Director of Water Resources

ENC.2



November 27, 2018

Sherwood Valley Band of Pomo Indians
ATTN: Michael Knight, Chairperson
190 Sherwood Hill Drive
Willits, CA 95490

**Subject: Request for Government-to-Government Consultation under Assembly Bill 52 (AB-52)
for the City of Ukiah's Proposed Phase 4 Refinements to the Recycled Water Project**

Dear: Sherwood Valley Band of Pomo Indians

The City of Ukiah (City) is requesting a formal government-to-government consultation with your organization to discuss the City's Proposed Phase 4 Refinements to its Recycled Water Project (Proposed Project) and the potential that the Proposed Project could have on tribal and/or cultural resources in the area. Please see attached Figure.

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Sincerely,

Sean K. White
Director of Water Resources

ENC.2



November 27, 2018

Cahto Tribe
ATTN: Sonny Elliot, EPA Director
P.O. Box 1239
Laytonville, CA 95454

**Subject: Request for Government-to-Government Consultation under Assembly Bill 52 (AB-52)
for the City of Ukiah's Proposed Phase 4 Refinements to the Recycled Water Project**

Dear: Cahto Tribe

The City of Ukiah (City) is requesting a formal government-to-government consultation with your organization to discuss the City's Proposed Phase 4 Refinements to its Recycled Water Project (Proposed Project) and the potential that the Proposed Project could have on tribal and/or cultural resources in the area. Please see attached Figure.

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Sincerely,

Sean K. White
Director of Water Resources

ENC.2



November 27, 2018

Cahto Tribe
ATTN: Aimie R. Lucas, Chairperson
P.O. Box 1239
Laytonville, CA 95454

**Subject: Request for Government-to-Government Consultation under Assembly Bill 52 (AB-52)
for the City of Ukiah's Proposed Phase 4 Refinements to the Recycled Water Project**

Dear: Cahto Tribe

The City of Ukiah (City) is requesting a formal government-to-government consultation with your organization to discuss the City's Proposed Phase 4 Refinements to its Recycled Water Project (Proposed Project) and the potential that the Proposed Project could have on tribal and/or cultural resources in the area. Please see attached Figure.

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Sincerely,

Sean K. White
Director of Water Resources

ENC.2



November 27, 2018

Coyote Valley Band of Pomo Indians
ATTN: Michael Hunter, Chairperson
P.O. Box 39/ 7901 Hwy 10, North Pomo
Rewood Valley, CA 95470

**Subject: Request for Government-to-Government Consultation under Assembly Bill 52 (AB-52)
for the City of Ukiah's Proposed Phase 4 Refinements to the Recycled Water Project**

Dear: Coyote Valley Band of Pomo Indians

The City of Ukiah (City) is requesting a formal government-to-government consultation with your organization to discuss the City's Proposed Phase 4 Refinements to its Recycled Water Project (Proposed Project) and the potential that the Proposed Project could have on tribal and/or cultural resources in the area. Please see attached Figure.

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Sincerely,

Sean K. White
Director of Water Resources

ENC.2



November 27, 2018

Guidiville Rancheria
ATTN: Merlene Sanchez, Chairperson
P.O. Box 339
Talmage, CA 95481

**Subject: Request for Government-to-Government Consultation under Assembly Bill 52 (AB-52)
for the City of Ukiah's Proposed Phase 4 Refinements to the Recycled Water Project**

Dear: Guidiville Rancheria

The City of Ukiah (City) is requesting a formal government-to-government consultation with your organization to discuss the City's Proposed Phase 4 Refinements to its Recycled Water Project (Proposed Project) and the potential that the Proposed Project could have on tribal and/or cultural resources in the area. Please see attached Figure.

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Sincerely,

Sean K. White
Director of Water Resources

ENC.2



November 27, 2018

Hopland Band of Pomo Indians
ATTN: Iyesha Miller, Chairperson
3000 Shanel Road
Hopland, CA 95449

**Subject: Request for Government-to-Government Consultation under Assembly Bill 52 (AB-52)
for the City of Ukiah's Proposed Phase 4 Refinements to the Recycled Water Project**

Dear: Hopland Band of Pomo Indians

The City of Ukiah (City) is requesting a formal government-to-government consultation with your organization to discuss the City's Proposed Phase 4 Refinements to its Recycled Water Project (Proposed Project) and the potential that the Proposed Project could have on tribal and/or cultural resources in the area. Please see attached Figure.

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Sincerely,

Sean K. White
Director of Water Resources

ENC.2



November 27, 2018

Kashia Band of Pomo Indians of the Stewarts Point Rancheri
ATTN: Dino Franklin Jr., Chairperson
1420 Guerneville Rd. Ste 1
Santa Rosa, CA 95403

**Subject: Request for Government-to-Government Consultation under Assembly Bill 52 (AB-52)
for the City of Ukiah's Proposed Phase 4 Refinements to the Recycled Water Project**

Dear: Kashia Band of Pomo Indians of the Stewarts Point Rancheri

The City of Ukiah (City) is requesting a formal government-to-government consultation with your organization to discuss the City's Proposed Phase 4 Refinements to its Recycled Water Project (Proposed Project) and the potential that the Proposed Project could have on tribal and/or cultural resources in the area. Please see attached Figure.

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Sincerely,

Sean K. White
Director of Water Resources

ENC.2



November 27, 2018

Manchester Band of Pomo Indians
ATTN: Jamie Cobarrubia, Chairperson
P.O. Box 623
Point Arena, CA 95468

**Subject: Request for Government-to-Government Consultation under Assembly Bill 52 (AB-52)
for the City of Ukiah's Proposed Phase 4 Refinements to the Recycled Water Project**

Dear: Manchester Band of Pomo Indians

The City of Ukiah (City) is requesting a formal government-to-government consultation with your organization to discuss the City's Proposed Phase 4 Refinements to its Recycled Water Project (Proposed Project) and the potential that the Proposed Project could have on tribal and/or cultural resources in the area. Please see attached Figure.

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Sincerely,

Sean K. White
Director of Water Resources

ENC.2



November 27, 2018

Noyo River Indian Community
ATTN: Chairperson
P.O. Box 91
Fort Bragg, CA 95437

**Subject: Request for Government-to-Government Consultation under Assembly Bill 52 (AB-52)
for the City of Ukiah's Proposed Phase 4 Refinements to the Recycled Water Project**

Dear: Noyo River Indian Community

The City of Ukiah (City) is requesting a formal government-to-government consultation with your organization to discuss the City's Proposed Phase 4 Refinements to its Recycled Water Project (Proposed Project) and the potential that the Proposed Project could have on tribal and/or cultural resources in the area. Please see attached Figure.

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Sincerely,

Sean K. White
Director of Water Resources

ENC.2



November 27, 2018

Pinoleville Pomo Nation
ATTN: Leona Williams, Chairperson
500 B Pinoleville Drive
Ukiah, CA 95482

**Subject: Request for Government-to-Government Consultation under Assembly Bill 52 (AB-52)
for the City of Ukiah's Proposed Phase 4 Refinements to the Recycled Water Project**

Dear: Pinoleville Pomo Nation

The City of Ukiah (City) is requesting a formal government-to-government consultation with your organization to discuss the City's Proposed Phase 4 Refinements to its Recycled Water Project (Proposed Project) and the potential that the Proposed Project could have on tribal and/or cultural resources in the area. Please see attached Figure.

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Sincerely,

Sean K. White
Director of Water Resources

ENC.2



November 27, 2018

Potter Valley Tribe
ATTN: Salvador Rosales, Chairperson
2251 South State Street
Ukiah, CA 95482

**Subject: Request for Government-to-Government Consultation under Assembly Bill 52 (AB-52)
for the City of Ukiah's Proposed Phase 4 Refinements to the Recycled Water Project**

Dear: Potter Valley Tribe

The City of Ukiah (City) is requesting a formal government-to-government consultation with your organization to discuss the City's Proposed Phase 4 Refinements to its Recycled Water Project (Proposed Project) and the potential that the Proposed Project could have on tribal and/or cultural resources in the area. Please see attached Figure.

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Sincerely,

Sean K. White
Director of Water Resources

ENC.2



November 27, 2018

Redwood Valley or Little River Band of Pomo Indians
ATTN: Debra Ramirez, Chairperson
3250 Road 1
Redwood Valley, CA 95470

**Subject: Request for Government-to-Government Consultation under Assembly Bill 52 (AB-52)
for the City of Ukiah's Proposed Phase 4 Refinements to the Recycled Water Project**

Dear: Redwood Valley or Little River Band of Pomo Indians

The City of Ukiah (City) is requesting a formal government-to-government consultation with your organization to discuss the City's Proposed Phase 4 Refinements to its Recycled Water Project (Proposed Project) and the potential that the Proposed Project could have on tribal and/or cultural resources in the area. Please see attached Figure.

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Sincerely,

Sean K. White
Director of Water Resources

ENC.2



November 27, 2018

Round Valley Indian Tribes of the Round Valley Reservation
ATTN: James Russ, President
77826 Covelo Road
Covelo, CA 95428

**Subject: Request for Government-to-Government Consultation under Assembly Bill 52 (AB-52)
for the City of Ukiah's Proposed Phase 4 Refinements to the Recycled Water Project**

Dear: Round Valley Indian Tribes of the Round Valley Reservation

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Sincerely,

Sean K. White
Director of Water Resources

ENC.2



November 27, 2018

Sherwood Valley Band of Pomo Indians
ATTN: Michael Knight, Chairperson
190 Sherwood Hill Drive
Willits, CA 95490

**Subject: Request for Government-to-Government Consultation under Assembly Bill 52 (AB-52)
for the City of Ukiah's Proposed Phase 4 Refinements to the Recycled Water Project**

Dear: Sherwood Valley Band of Pomo Indians

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Sincerely,

Sean K. White
Director of Water Resources

ENC.2

Responses From Native American Tribes



SHERWOOD VALLEY RANCHERIA

August 21, 2012

Steve Brown, Principal
SMB Environmental
PO Box 381
Roseville, CA 95661

RE: Request for Information Regarding Known Cultural Resources Sites for the
Proposed City of Ukiah Recycled Water Project, Mendocino County

Dear Mr. Brown:

This letter is in response to your August 17, 2012 correspondence regarding the request for information on the areas that are known cultural resources sites in the area of the proposed Ukiah Recycled Water Project. Extensive and aggressive natural resources extraction and construction activities have occurred throughout the indigenous territories of the Pomo peoples for the last 150+ years, leaving many ancestral villages, sacred sites, places of worship, and burial places desecrated.

California had the densest pre-contact population of any place now within the United States. The areas of potential effect are not located on/near the aboriginal territory boundaries of the Sherwood Valley Rancheria (Tribe). However, the project lies within the aboriginal boundaries of the Yokayo Rancheria who may have additional comments regarding this project

The Tribe appreciates your communication efforts. If you have any further questions or additional comments, please contact Talisha Melliush, Cultural Resource Specialist, at (707) 459-1039 or email at sherwoodvalleyCRM@gmail.com.

Sincerely,

Michael Fitzgerral
Tribal Chairperson

cc: Sherwood Valley Cultural Committee
Scarlett Carmona, Tribal Administrator
Hillary Renick, Tribal Historic Preservation Officer

File

Redwood Valley Little River Band of Pomo Indians

3250 ROAD I / REDWOOD VALLEY, CALIFORNIA 95470 (707) 485-0361

FAX (707) 485-5726

September 21, 2012

Steve Brown
P.O. Box 381
Roseville, CA 95661

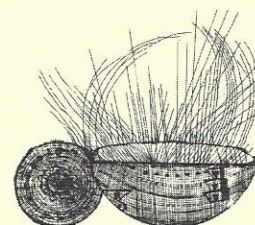
Regarding Project: **Ukiah Recycled Water Project, Mendocino County**

As far as I am able to determine the area described has no archaeological or cultural significance to the Redwood Valley Little River Band of Pomo Indians. I would like to inform you that the project area you have described is with-in the aboriginal boundaries of many Pomo Tribes. Therefore please keep us informed about your project.

Sincerely,



Benjamin R Henthorne III
Environmental Assistant



RESOLUTION NO. 2021-**RESOLUTION OF THE CITY OF UKIAH ADOPTING AN ADDENDUM TO THE ADOPTED INITIAL STUDY/MITIGATED NEGATIVE DECLARATION IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE CITY'S RECYCLED WATER PROJECT – PHASE 4 REFINEMENTS**

WHEREAS, prior to the adoption of this resolution, the City of Ukiah (City) prepared an Initial Study/Mitigated Negative Declaration (IS/MND) on the City's Recycled Water Project pursuant to the California Environmental Quality Act 1970, as amended (CEQA), and state and local guidelines implementing CEQA; and

WHEREAS, the purpose of the Recycled Water Project is to replace/augment existing water supplies in Ukiah Valley in Mendocino County, California;

WHEREAS, recycled water use within the Ukiah Valley would offset existing and future water demands for irrigation and frost protection of agricultural land, and in doing so, would support the local agricultural industry;

WHEREAS, recycled water would also offset urban irrigation demands, ease storage limitations at the Ukiah Wastewater Treatment Plant (UWWTP), and reduce treated wastewater discharges to the Russian River.; and

WHEREAS, the City adopted the IS/MND and approved the Recycled Water Project (SCH #2013032072) on June 5, 2013; and

WHEREAS, the Recycled Water Project consists of 4 Phases for construction; and

WHEREAS, Phases 1-3 are complete; and

WHEREAS, many of the details for the Phase 4 storage requirements were not known in 2012 and 2013, the City would now like to add additional storage as part of the Phase 4 construction activities; and

WHEREAS, this Addendum assesses the Proposed Phase 4 Refinements to the original Phase 4 activities of the Recycled Water Project, which include the addition of a 2-million-gallon (MG) Storage Tank with a 300-hp booster pump station and improvements to the existing WWTP secondary effluent pond.; and

WHEREAS, the City is the lead agency on the Proposed Phase 4 Refinements, and the City Council is the decision-making body for the Proposed Phase 4 Refinements; and

WHEREAS, this Addendum is an informational document and is intended to be used by the City under Public Resources Code section 21166 and the related CEQA Guidelines, specifically sections 15162 through 15164; and

WHEREAS, the conclusion of this Addendum is that the proposed changes will not result in new significant impacts, substantially increase the severity of previously disclosed impacts or involve any of the other conditions related to changed circumstances or new information that can require a subsequent or supplemental EIR under Public Resources Code section 21166 and CEQA Guidelines section 15162 beyond those impacts and conditions already identified in the City's Public Draft and

Final IS/MND (SCH #2013032072), which was certified and approved by the City on June 5, 2013; and

WHEREAS, an Addendum is the appropriate level of CEQA analysis and the appropriate method of amending the June 5, 2013 Adopted IS/MND, pursuant to Sections 15162 and 15164 of the CEQA Guidelines, and

WHEREAS, the City voluntarily provided for a 1-day comment period with the State Clearinghouse, and.

NOW, THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF UKIAH DOES RESOLVE, DECLARE, DETERMINE AND ORDER THE FOLLOWING:

SECTION 1. The City Council has: (1) independently reviewed and analyzed the CEQA Final Addendum and other information in the record and has considered the information contained therein prior to acting upon or approving the Proposed Phase 4 Refinements; (2) the CEQA Addendum to the Initial Study/Mitigated Negative Declaration prepared for the Proposed Phase 4 Refinements has been completed in compliance with CEQA and is consistent with State and local guidelines implementing CEQA; and (3) the Addendum represents the independent judgment and analysis of the City as lead agency for the Proposed Phase 4 Refinements. The City designates the City's Public Works Director as the custodian of documents and records of proceedings on which this decision is based.

SECTION 2. The City Council does hereby adopt the Addendum to the Initial Study/Mitigated Negative Declaration prepared for the Proposed Phase 4 Refinements. The Addendum, Final Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program are: (1) on file with the City at its Public Works Department at 300 Seminary Avenue, Ukiah; and (2) available for inspection by any interested party.

SECTION 3. The City Council hereby authorizes the Director of Public Works or his designee to file a Notice of Determination with the State Clearinghouse and the Mendocino County Clerk-Recorder for this Addendum.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Ukiah at a regular meeting held on December 15, 2021.

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Kristine Lawler, City Clerk/CMC

, Mayor



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolutions Authorizing Grant Applications Related to the Emergency Intertie Pump Project, the Groundwater Resiliency Project, and Phase 4 of the Recycled Water Project; and Approval of the Community Development Director's Determination that the Groundwater Resiliency Grant Project Qualifies for a CEQA Exemption.

DEPARTMENT: Water Resources

PREPARED BY: Sean White, Water Resources Director

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Emergency Intertie Pump Project Grant Authorizing Resolution
2. Groundwater Resiliency Project Grant Authorizing Resolution
3. Groundwater Resiliency Project Draft NOE
4. Phase 4 Recycled Water Project Grant Authorizing Resolution

Summary: Council will consider adopting resolutions authorizing grant applications related to the Emergency Intertie Pump Project, the Groundwater Resiliency Project, and Phase 4 of the Recycled Water Project. Council will also consider approval of the Community Development Director's determination that the Groundwater Resiliency Project qualifies for a CEQA exemption.

Background: In 2021 the State Water Resources Control Board declared a "drought emergency" and curtailed all of the water rights in the Upper Russian River, including some of the City's rights. As a result, the City was forced to meet all municipal demand through its groundwater facilities.

As a result of the on-going drought emergency and the recent passage of infrastructure legislation the City will be seeking grant money through a variety of funding programs.

Discussion: In order to apply for or utilize grant funding, most entities require submittal of an "Authorizing Resolution" that has been approved by the governing body of the applicant. In addition, most grant applications also require that an environmental analysis be completed in accordance with the California Environmental Quality Act (CEQA). As summarized below, CEQA has been completed for two of the three projects staff is seeking funding for. For the remaining project, the Community Development Director is required to make--and he has made--a determination as to the required level of environmental review required by CEQA.

Staff has prepared Authorizing Resolutions that will allow staff to pursue funding in a timely manner, as these programs are "first come, first served". Below is a summary of the three Authorized Resolutions for Council consideration.

Attachment 1 is the Authorizing Resolution for the Small Community Drought Relief Program. This will allow the City to get reimbursed for the Emergency Intertie Pump Project. Reimbursement for this project does not qualify as a "project" under CEQA and no further environmental document is required.

Attachment 2 is the Authorizing Resolution for the Department of Water Resources that will allow the City to

apply for for grants under the 2021 Urban and Multibenefit Drought Relief Grant Program for the City's Groundwater Resiliency Project.

Project Information

The City currently operates four municipal groundwater wells. While the City's wells can produce enough water to meet its entire demand, the City's water supply is typically comprised of a blend of surface water and groundwater. Under normal circumstances, this blend is approximately 55/44 percent respectively. As a result of the drought declaration and change in water rights, the City was forced to meet all municipal demand through its groundwater facilities. While the City was able to meet demand, doing so meant operating all groundwater facilities 24/7 through the duration of the summer and fall until the onset of precipitation. This operational scenario did not allow for any redundancy and also significantly diminished opportunities for important operation and management activities.

In order to bolster drought resiliency and system reliability the City will need to expand its groundwater facilities. The proposed Groundwater Resiliency Project will include the hydrologic assessment of three City-owned properties for their suitability for the construction of two additional groundwater wells.

The Community Development Director has made a determined that the proposed project is exempt from the provisions of CEQA pursuant to Section 15269, Emergency Projects and Section 15304, Minor Alterations to Land. City-owned properties include the former Bank of America building at 501 South State Street, Vinewood Park at 1260 Elm Street, and a City-leased vineyard site at 250 Norgard Lane. Ground disturbance during the initial assessment will be minimal, and will be limited to installation of test wells. Final facilities will include the construction of two wells, associated buildings and adjacent access and parking. The proposed project would not have an adverse impact on environmental resources because the sites are located in an urban environment, no trees would be removed, all work would be performed in areas previously disturbed, and no work would be performed in any creek, stream or other sensitive environmental habitat. As such, it has been determined by the Community Development Director that the project qualifies for the aforementioned CEQA exemptions. See the Draft Notice of Exemption included in Attachment 3 for more details.

Attachment 4 is the Authorizing Resolution for the Clean Water State Revolving Fund that will allow the City to pursue funding for Phase 4 of the Recycled Water Project. An Environmental Impact Report (EIR) was completed and approved in December, 2018 for the project, in accordance with CEQA (State Clearinghouse No. 2013032072).

Recommended Action: Adopt Resolutions authorizing grant applications related to the Emergency Intertie Pump Project, the Groundwater Resiliency Project, and Phase 4 of the Recycled Water Project; and approve the Community Development Director's Determination that the Groundwater Resiliency Grant Project qualifies for a CEQA Exemption.

BUDGET AMENDMENT REQUIRED: NA

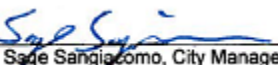
CURRENT BUDGET AMOUNT: NA

PROPOSED BUDGET AMOUNT: NA

FINANCING SOURCE: NA

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Sean White, Director of Water Resources; Jim Robbins, Community Development; Craig Schlatter, Community Development

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION FOR THE EMERGENCY INTERTIE PUMP PROJECT

WHEREAS, the City of Ukiah proposes to implement Emergency Intertie Pump Project;

WHEREAS, the City of Ukiah has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, the City of Ukiah intends to apply for grant funding from the California Department of Water Resources for the Emergency Intertie Pump Project;

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

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 240, § 80), the City of Ukiah's City Manager, or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources, and take such other actions necessary or appropriate to obtain grant funding.
2. The City of Ukiah's City Manager, or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. The City of Ukiah's City Manager, or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

CERTIFICATION I hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Ukiah at the meeting held on December 15th, 2021, motion by _____ and seconded by _____ motion passed by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

, Mayor

Attest:

Kristine Lawler, City Clerk/CMC

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION FOR THE EMERGENCY GROUNDWATER RESILIENCY PROJECT

WHEREAS, the City of Ukiah proposes to implement the Groundwater Resiliency Project;

WHEREAS, the City of Ukiah has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, the City of Ukiah intends to apply for grant funding from the California Department of Water Resources for the Groundwater Resiliency Project;

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

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 240, § 80), the City of Ukiah's City Manager, or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources, and take such other actions necessary or appropriate to obtain grant funding.
2. The City of Ukiah's City Manager, or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. The City of Ukiah's City Manager, or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

CERTIFICATION I hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Ukiah at the meeting held on December 15th, 2021, motion by _____ and seconded by _____ motion passed by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

, Mayor

Attest:

Kristine Lawler, City Clerk/CMC



NOTICE OF CEQA EXEMPTION

TO: ☐ **Office of Planning and Research**
1400 Tenth Street, Room 121
Sacramento, CA 95814

FROM: **City of Ukiah**
300 Seminary Avenue
Ukiah, CA 95482

X **County Clerk**
500 Low Gap Road
Ukiah, CA, 95482

PROJECT TITLE: Groundwater Resiliency Project

PROJECT LOCATION: City-owned properties include the former Bank of America building at 501 South State Street, Vinewood Park at 1260 Elm Street, and a City-leased vineyard site at 250 Norgard Lane. APNs: 00227319, 00145001 and 184-080-01.

DESCRIPTION OF PROJECT: The proposed Groundwater Resiliency Project includes the hydrologic assessment of three City-owned properties for their suitability and construction of two additional groundwater wells.

PUBLIC AGENCY APPROVING PROJECT: City of Ukiah, City Council

DATE OF APPROVAL: December 15, 2021

NAME OF PROJECT APPLICANT: City of Ukiah Water Resources Department

CEQA EXEMPTION STATUS:

- ☐ **Ministerial**
☒ **Declared Emergency:** State of California Declared Drought Emergency
☒ **Categorical Exemption:** Section 15269, Emergency Projects; 15304(f), Minor Alterations to Land
☐ **Statutory Exemption Section**

REASONS WHY PROJECT IS EXEMPT:

The proposed project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15269, Emergency Projects and Section 15304, Minor Alterations to Land. The City of Ukiah Department of Water Resources is seeking grant funding through the 2021 Urban and



Multibenefit Drought Relief Grant Program for the City's Groundwater Resiliency Project. The City currently operates four municipal groundwater wells. While the City's wells can produce enough water to meet its entire demand, the City's water supply is typically comprised of a blend of surface water and groundwater. Under normal circumstances this blend is approximately 55/44 percent, respectively.

In 2021, the State Water Resources Control Board declared a "drought emergency" and curtailed all of the water rights in the Upper Russian River, including some of the City's rights. As a result, the City was forced to meet all municipal demand through its groundwater facilities. As a result of the drought declaration and change in water rights, the City was forced to meet all municipal demand through its groundwater facilities. While the City was able to meet demand, doing so meant operating all groundwater facilities 24/7 through the duration of the summer and fall until the onset of precipitation. This operational scenario did not allow for any redundancy and also significantly diminished opportunities for important operation and management activities. In order to bolster drought resiliency and system reliability to avoid a potential emergency, the City will need to expand its groundwater facilities.

The proposed Groundwater Resiliency Project includes the hydrologic assessment of three City-owned properties for their suitability for the construction of two additional groundwater wells. City-owned properties include the former Bank of America building at 501 South State Street, Vinewood Park at 1260 Elm Street, and a City-leased vineyard site at 250 Norgard Lane. Ground disturbance during the initial assessment will be minimal, and will be limited to installation of test wells. Final facilities will include the construction of two wells associated buildings and adjacent access and parking. Construction would include minor trenching and Typical footprint for other City groundwater facilities is approximately 3600 square feet. Construction would include alterations in the condition of land, and/or vegetation which do not involve removal of healthy, mature, scenic trees

As the hydrologic conditions of Lake Mendocino have not significantly improved, the City intends to initiate these activities during the on-going drought emergency. The proposed project would not have an adverse impact on environmental resources because the sites are developed and located in an urban environment, no trees would be removed, all work would be performed in areas previously disturbed, and no work would be performed in any creek, stream of other sensitive environmental habitat. As such, the Project qualifies for the aforementioned exemptions.

Lead Agency Contact Person Michelle Irace, Planning Manager
Phone Number (707) 463-6203
Email mirace@cityofukiah.com

This is to certify that the record of project approval is available to the General Public at:

Community Development Department, Ukiah Civic Center, 300 Seminary Avenue, Ukiah, CA 95482

Signature (Public Agency)	(Date)	Planning Manager (Title)
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RESOLUTION NO:

The Authorized Representative, or his/her designee, is designated to represent the Entity in carrying out the Entity's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the _____ held
(insert name of Governing Board of the Entity)
on _____.
(Date)

(Name, Signature, and Seal of the Clerk or Authorized Record Keeper of the Governing Board of the Agency)



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution Making an Appointment to the Parks, Recreation, and Golf Commission (PRGC).

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Policy Resolution No. 2014-48
2. Nomination
3. Proposed Resolution

Summary: Council will review and possibly adopt a resolution making an appointment to the Parks, Recreation, and Golf Commission (PRGC).

Background: Resolution 2014-48 sets forth the procedure for filling vacancies on City Commissions and Boards is attached (Attachment 1).

On October 17, 2021, Victoria (Vicki) Bitonti-Brown's term on the PRGC expired. Due to a previous vacancy for an At-large City Resident position that was subsequently filled, the position has been noticed continually since June 30, 2020. The Clerk's office received an application from Vicki Bitonti-Brown for reappointment (*application not attached as incumbents need only fill out contact information*), with no other applications having been received.

Vice Mayor Brown has made the nomination for Ms. Bitonti-Brown's reappointment (Attachment 2).

There has been Council discussion, and it is anticipated that the PRGC and the Paths, Open Spaces, and Creeks Commission (POSCC), will merge into a single Public Spaces Commission (PSC). Per the staff report presented to Council on November 8, 2021 (agenda item 12a), the POSCC and PRGC Commissioners would be invited to join the PSC through the remainder of their terms. The Community Services Director, Neil Davis, and the City Manager, Sage Sangiacomo, have both indicated that although the discussions are being held regarding the possible merger, they support Ms. Bitonti-Brown's reappointment as she is an incumbent who has served on the PRGC since 2015.

Discussion: Staff recommends that City Council adopt the attached resolution (Attachment 3), reappointing Victoria (Vicki) Bitonti-Brown to the At-large City Resident position on the Parks, Recreation, and Golf Commission, with the term expiring December 15, 2024.

Recommended Action: Adopt Resolution appointing Victoria (Vicki) Bitonti-Brown to the At-large City Resident position on the Parks, Recreation, and Golf Commission, with the term expiring December 15, 2024.

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. 2014-48

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING PROCEDURE FOR FILLING VACANCIES ON CITY BOARDS AND COMMISSIONS**WHEREAS,**

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

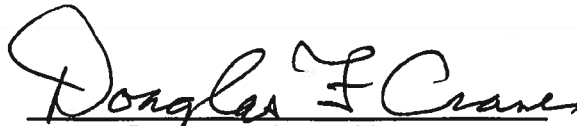
NOW, THEREFORE, BE IT RESOLVED, that the Ukiah City Council hereby adopts the following amended procedure for filling vacancies on the City's boards and commissions:

- The City Council shall develop a pool of applicants for vacancies by posting a general advertisement once a year, preferably in June before the June 30th expirations, in a newspaper of general circulation in Ukiah, and by noticing available vacancies as they occur on the city's website, in the library, on popular social media sites (Facebook and Twitter), and in the glass cabinet located in front of the Civic Center subject to Government Code Section 54970-54974. Applications shall be received, reviewed for eligibility, and brought forward as they are submitted.
- If more applications have been received than position(s) available, the City Council will conduct interviews for the position.
- All applications received shall be kept on file in the City Clerk's office for a period of one (1) year.
- Incumbents seeking reappointment for an additional term only need to complete the contact portion of the application and not the questionnaire.
- City staff seeking appointment in their capacity as City staff and elected officials seeking appointment in their capacity as elected officials do not need to fill out an application.
- **Nominations:** Each Councilmember, including the Mayor, shall have the right to nominate a candidate from the available pool of applicants.
 - a. The right to place a name before the City Council for consideration shall rotate among the Councilmembers based on seniority with the most senior Councilmember going first.
 - b. The Council shall vote on nominations presented.
 - c. A councilmember's right to make a nomination shall rotate to the next most senior Councilmember, once that Councilmember's nomination is approved by a majority vote of the Councilmembers present, or the Councilmember agrees to pass the nomination to the next most senior Councilmember.
 - d. This process for rotating the right to nominate candidates among Councilmembers to fill vacancies shall be followed for each separate board or commission.

1. The City Clerk shall maintain a record of the last Councilmember to make a nomination for each board or commission.
2. When another vacancy must be filled on that board or commission, the next Councilmember in line to make a nomination for that board or commission shall make the first nomination to fill the vacancy.

PASSED AND ADOPTED this 17th day of December, 2014, by the following roll call vote:

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


Douglas F. Crane, Mayor

ATTEST:


Kristine Lawler, City Clerk

MEMORANDUM

Date: November 30, 2021
To: Kristine Lawler, City Clerk
From: Jim O. Brown, Vice Mayor
Subject: Nomination for Parks, Recreation, and Golf Commission

I nominate Victoria (Vicki) J. Bitonti-Brown for the Parks, Recreation, and Golf Commission as an At-large City Resident Representative, to be considered at the December 15, 2021, Regular City Council meeting.

Signature _____



RESOLUTION NO. 2021-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH REAPPOINTING VICTORIA (VICKI) BITONTI-BROWN TO THE PARKS, RECREATION, AND GOLF COMMISSION**

WHEREAS, Victoria (Vicki) Bitonti-Brown's term on the Parks, Recreation, and Golf Commission (PRGC) expired on October 17, 2021; and

WHEREAS, due to a previous vacancy for an At-large City Resident position that was subsequently filled, the position has been noticed continually since June 30, 2020, online, in the Office of the City Clerk, the Ukiah Branch of the Mendocino County Library, the Public View Binder, and the Civic Center Glass Case; and

WHEREAS, the City Clerk's office received an application from Victoria (Vicki) Bitonti-Brown seeking reappointment, with no other applications having been received; and

WHEREAS, Vice Mayor Brown has nominated Ms. Bitonti-Brown for reappointment.

NOW, THEREFORE, BE IT RESOLVED, that the Ukiah City Council approve the nomination, submitted per procedures outlined in Resolution 2014-48, and does hereby reappoint the following person and term:

BOARD/ COMMISSION	NAME	POSITION	TERM EXPIRATION	NOMINATED BY COUNCILMEMBER
Parks, Recreation, and Golf Commission	Victoria (Vicki) Bitonti-Brown	At-large City Resident	December 15, 2024	Brown

PASSED AND ADOPTED this 15th day of December 2021, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____, Mayor

ATTEST:

Kristine Lawler, City Clerk/CMC



AGENDA SUMMARY REPORT

SUBJECT: Approval of Plans and Specifications No. 21-06 for the Runway 15-33 Pavement Rehabilitation Phase 2 , and Authorize Staff to Issue Bids for Specifications No. 21-06, to be Funded by FAA Grant, California State Grant and Local Funds.

DEPARTMENT: Airport
PREPARED BY: Greg Owen, Airport Manager, Mary Horger, Financial Services Manager
PRESENTER: Consent Calendar

ATTACHMENTS:

1. Specifications 21-06 Runway 15-33 Pavement Rehabilitation Phase 2
2. Plans 21-06 -Runway 15-33 Pavement Rehabilitation Phase 2.

Summary: Per section 22039 of the Public Contracts Code, Staff is requesting Council's approval of plans and specifications number 21-06 for the Runway 15-33 Pavement Rehabilitation Phase 2.

Background: At the July 17, 2019, Council meeting. Council approved the Award of Bid of the Phase 1 Runway 15-33 and Rehabilitation Project. The project rehabilitated the 75-foot center section of runway 15-33 and rehabilitated the remaining pavement edges.

The construction of the new taxiway connector A2 was also performed to comply with FAA standards. Additionally, this construction included the demolition of Taxiways B. This project was completed in June of 2020.

Discussion: Staff is requesting that the Council approve Plans and Specifications to complete the Runway 15-33 width reduction from 150 feet to 75 feet; and install new LED MIRLS (*Medium Intensity Runway Lighting System*), Runway Threshold Lights (*Remove and Install New*), a New Runway 15 LED REIL (*Runway End Identifier Lights*), New Runway 33 LED REIL Installation, and a New LED PAPI (*Precision Approach Path Indicator*).

The FAA funding is 90% of the project cost, or \$2,089,540. A Caltrans grant match of 5%, or maximum amount of \$150,000, is available. The balance of the funds, or \$104,477, will be funded from the Airport Fund.

The timing of this project is a concern. Due to construction requirements and FAA funding of this project, the runway may be closed during fire season, causing Cal Fire to relocate for several weeks. Staff has grappled with the timing of this project, since the Airport is open every day year-round. Unfortunately, due to construction requirements and FAA funding of this project, the runway will need to be closed for several weeks during fire season, requiring Cal Fire to relocate during that time. Cal Fire air tankers will be relocated to the next closest bases, Santa Rosa and Chico, which are between 15-25 minutes away by air. Cal Fire supports this project, and Staff has been working with Cal Fire on the projected runway closures. Helicopter access will not be impacted by the project, even during construction. Staff will continue to work with the contractor to limit impacts to Cal Fire and other airport users.

The engineer's estimate for this project - construction contract items only - is \$2,089,540.00. Please refer to

Attachment 1, *Specifications 21-06 Runway 15-33 Pavement Rehabilitation Phase 2*; and Attachment 2, *Plans 21-06 -Runway 15-33 Pavement Rehabilitation Phase 2*.

Recommended Action: Approve Plans and Specifications for the Runway 15-33 Pavement Rehabilitation Phase 2, and authorize Staff to issue bids for Specifications No.21-06, to be funded by FAA Grant, California State Grant, and local funds.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: 77825200.80230.18032: \$1,900,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: FAA Grant (90%), Cal Trans Grant and Airport Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Greg Owen Airport Manager, Mary Horger Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

SPECIAL PROVISIONS
FOR
RUNWAY 15-33 PAVEMENT REHABILITATION, PHASE 2

SPECIFICATION NO. 21-06

FAA AIP NO. 3-03-0268-##-02##

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

Bids Open: month, date year
2:00 p.m.
Office of City Clerk

Pre-bid meeting: **month date year and time**
(non-mandatory)

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

JIM BROWN - MAYOR

JOSEFINA DUEAS - VICE MAYOR

DOUGLAS CRANE - COUNCILMEMBER

JUAN OROZCO - COUNCILMEMBER

MARI RODIN - COUNCILMEMBER

SAGE SANGIACOMO – CITY MANAGER

TIM ERIKSEN – DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

GREG OWEN – AIRPORT MANAGER

MARY HORGER – PROCUREMENT MANAGER

KRISTINE LAWLER – CITY CLERK

R. ALLEN CARTER – CITY TREASURER

CITY OF UKIAH
DEPARTMENT OF AIRPORT

November 16, 2021

100% Submittal for Review

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CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA
NOTICE TO BIDDERS FOR RUNWAY 15-33 PAVEMENT REHABILITATION, PHASE 2
SPECIFICATION NO. 21-06

NOTICE IS HEREBY GIVEN that sealed standard proposals for UKIAH MUNICIPAL AIRPORT RUNWAY 15-33 PAVEMENT REHABILITATION, PHASE 2 will be received at the Office of the City Clerk, Ukiah Civic Center, 300 Seminary Avenue, Ukiah California until **2:00 p.m. on month, date year**, 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 RUNWAY 15-33 PAVEMENT REHABILITATION, PHASE 2. Bids are required for the entire work described herein. No fax bids will be accepted.

DESCRIPTION OF WORK: The scope of work for this Project consists of the following:

1. Runway 15-33 Width Reduction
2. New LED MIRLS (Medium Intensity Runway Lighting System) Installation
3. Runway Threshold Lights (Remove and Install New)
4. New Runway 15 LED REIL (Runway End Identifier Lights) Installation
5. New Runway 33 LED REIL Installation
6. New LED PAPI (Precision Approach Path Indicator)

Two bid schedules are provided to separate costs due to different funding sources. All bidders must submit bids for both schedules.

ENGINEER'S COST ESTIMATE:

Bid Schedule 1: \$1,237,610.00

Bid Schedule 2: \$851,930.00

Bid Schedules 1 and 2: \$2,089,540.00

Plans and Special Provisions may be inspected and/or copies obtained from the City's website at www.cityofukiah.com/purchasing. No bid will be considered unless it is made on the forms furnished by the City and is made in accordance with the details of the Special Provisions. Each bidder must be licensed as required by law. Further information regarding the work or these specifications can be obtained by calling Mary Horger, Procurement Manager at (707) 463-6233 or by email at mhorger@cityofukiah.com.

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 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.

Minimum Wage: All labor on this Project shall be paid not less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California's Director of the Department of Industrial Relations (State Wage Rates). (See Instructions to Bidders for further information.)

The prime contractor for the work herein shall possess a current, valid State of California, Class A and/or the correct combination of Class C Contractor's Licenses. 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.

PRE-BID MEETING: A non-mandatory pre-bid meeting has been scheduled to discuss the project details and requirements, and to visit the project site. The meeting will be held on **month date year and time (PST)** at the Airport Manager's Office, 1403 South State Street, Ukiah, California. Bidders are HIGHLY ENCOURAGED TO ATTEND.

FEDERAL AVIATION ADMINISTRATION (FAA). This project is funded under the Federal Aviation Administration (FAA) Airport Improvement Program (AIP). Contractor(s) will be required to comply with specific federal contract provisions as listed herein and contained in the Bid Documents.

(1) NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	23.2% (Mendocino County)
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees

from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As used in this notice and in the contract resulting from this solicitation, the "covered area" is CITY OF UKIAH, COUNTY OF MENDOCINO, STATE OF CALIFORNIA.

(2) CIVIL RIGHTS – TITLE VI ASSURANCE

The CITY OF UKIAH, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, 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.

(3) DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the CITY OF UKIAH to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

(4) Federal Provisions

The following provisions are incorporated herein by reference with the same force and effect as if given in full text:

- 1) Buy American Preference (Reference: 49 USC § 50101)
- 2) Civil Rights Title VI (Reference e: 49 USC § 47123)
- 3) Davis Bacon Act (Reference: 2 CFR § 200, Appendix II(D); 29 CFR Part 5)
- 4) Debarment and Suspension (Reference: 2 CFR part 180 (Subpart C); 2 CFR part 1200; and DOT Order 4200.5)
- 5) Disadvantage Business Enterprise (Reference: 49CFR Part 26)
- 6) Trade Restriction Certification (Reference: 49 USC § 50104; 49 CFR part 30)
- 7) Lobbying and Influencing Federal Employees (Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II(J); and 49 CFR part 20, Appendix A)
- 8) Procurement of Recovered Materials (Reference: 2 CFR § 200.322; 40 CFR part 247; and Solid Waste Disposal Act)

(See Federal Contract Provisions of the Project Special Provisions for further details.)

Successful Bidder/Contractor will be required to insert applicable federal contract provisions in all subcontracts and shall be responsible for compliance by subcontractor(s).

LIST OF SUBCONTRACTORS. The prime contractor must provide a list of subcontractors with his bid on the form provided in the Proposal forms. (Refer to General Conditions for further information.)

Each bid/proposal must be accompanied by a certified check, cashier's check, or bid bond in an amount not less **10%** of the amount bid. The successful bidder shall be required to submit at the time of execution of the Contract a Performance Bond and a Payment Bond (Labor and Material), each for 100% of the Contract price.

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

The UKIAH MUNICIPAL AIRPORT RUNWAY 15-33 PAVEMENT REHABILITATION, PHASE 2 project

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.

General Requirements. The Bidder's / Contractor's attention is directed to Section 13-03, Part 1, FAA General Contract Provisions, Section 20, "Proposal Requirements and Conditions," for general details on the preparation of proposals for this Project.

- Each bidder shall submit "evidence of competency" and "evidence of financial responsibility" to the Owner at the time of bid opening.

Federal Requirements. This Project is funded by the FAA and as such is subject to extensive Federal requirements and provisions in the areas of labor, wage rates, notices for Contracts, and bidding provisions. The Bidder's / Contractor's attention is directed to Section 13-01 "Federal Required Contract Provisions," and Section 13-03, Part 1 "FAA General Contract Provisions" for detailed information on FAA requirements .

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 one hundred twenty (120) 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.

Minimum Wage: Wage rates and restrictions on working days and times shall meet all requirements of the Labor Code of the State of California for public contract and the Federal Requirements, as detailed in the Special Provisions "Required Federal Provisions." All labor on this Project shall be paid not less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California's Director of the Department of Industrial Relations (State Wage Rates). Federal wage determinations issued under the Davis-Bacon and related Acts are available electronically at no cost at Wage Determinations OnLine.gov, <http://www.wdol.gov/Index.aspx>. The bidder may contact the Director of the Department of Industrial Relations, phone number (415) 703-4774 or www.dir.ca.gov/dlsr/PWD/ (website), to obtain a schedule of the State general prevailing wages applicable to the location and work to be done. The Contractor and the Contractor's subcontractors are responsible for compliance with the requirements of Section 1777.5 and 1777.6 of the Labor Code of the State of California regarding employment of apprentices.

The work is to be completed within **Sixty (60)** calendar days. This Project is subject to liquidated damages if time limitations are not met. The Contractor will pay to the City the sum of **two thousand (\$2,000.00)** dollars per day for each and every calendar day 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, FAA Technical Specifications, 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.

Drug-free Workplace. This project / contract is covered by the Drug-Free Workplace Act of 1988; contractor will be required to provide a drug-free workplace.

Compliance: The Contractor shall be responsible for complying with all City, County, State, and Federal Codes, Laws, Statutes, Regulations, Ordinances, and Policies, as applicable, in the performance of the Contract.

Contractor's Employees Identification: Contractor must submit a current list of full names i.e., first, middle, and last (no nicknames), addresses, birth dates, social security numbers, driver's license numbers, and last known address of all employees who perform work in City / County facilities under this Contract. Changes in the employment list must be reported to the City within 24 hours.

Bidder Inquiries and Questions

Inquiries and questions must be submitted in writing via fax or email to the following designated contact person:

Mary Horger, Procurement Manager

Fax: (707) 313-3621

Email: mhorger@cityofukiah.com

The City reserves the right to not respond to inquiries or questions submitted within 3 business days of the bid opening.

Location of the Work

All of the work to be performed is within the City of Ukiah. Project is located at 1403 South State Street, Ukiah, California.

END OF INSTRUCTIONS TO BIDDERS

GENERAL CONDITIONS

***This is an FAA AIP funded project; thus, if there is a conflict in information or contract terms contained in these General Conditions and the FAA General Contract Provisions, the FAA Provisions will hold precedence.** See Section 13-03, Part 1, subsections 50-03 and 50-04, pages 148-149, for a list of the Order of Precedence, where there are conflicts or inconsistencies between documents comprising the bid package or construction contract, including, but not limited to, conflicts or inconsistencies between the City's General Conditions and the FAA's General Contract Provisions. (Wage rate information is summarized in the Instruction to Bidders (page x) and the Federal Contract Provisions article A-6, page 43.)

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, FAA Technical Specifications, 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. (See 1-10.1 below). The Standard Specifications are set forth in Section 12-06 of these Special Provisions.

1-10.1. FAA Standard Specifications. Per Advisory Circular 150-5370-10H, "FAA Standard Specifications for Construction of Airports," Section 13-03, Parts 1, 2 and 3-13 shall be used for this Project.

1-11. Addenda. If it becomes necessary to revise any part of these plans and specifications after they have been released, the City will issue an addendum containing the revision. All addenda will be posted on the City's website at www.cityofukiah.com/purchasing with the rest of the bid documents. Anyone who intends to submit a bid in response to this Request for Bid must check the website frequently for any posted addenda. Anyone submitting a bid will be deemed to have seen and agreed to be bound by the posted addenda.

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 (pending approval from the FAA). The City reserves the right to reject any and all bids and to waive any irregularity in the proposal not pertaining to cost.

The award(s), if made, will be pending FAA review and confirmation of availability of funds. All bids shall be valid for a period of one hundred twenty (120) calendar days from the bid opening date.

2-02. Return of Proposal Guaranties. All bid guaranties will be held until the contract has been fully executed, after which they will be returned upon request to the respective bidders whose bids they accompany.

2-03. Execution of Contract. The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds, insurance certificates and endorsements, within fifteen (15) days after written notice of the award of the contract. After execution by the City; one copy shall be filed with the City and one copy shall be returned to the Contractor. If the bidder fails or refuses to enter into the contract agreement within the required time, then the bid guaranty accompanying the bid shall be forfeited to the City.

SECTION 3. SCOPE AND INTENT OF CONTRACT

3-01. Effect of Inspection and Payments. Neither the inspection by the Engineer or an inspector, nor any order, measurement or approved modification, nor certificate or payment of money, nor acceptance of any part or whole of the work, nor any extension of time, nor any possession by the City or its agents, shall operate as a waiver of any provision of this contract or of any power reserved therein to the City, or of any right to damages thereunder; nor shall any breach of this contract be held to be a waiver of any subsequent breach. All remedies shall be construed as cumulative.

3-02. Effect of Extension of Time. The granting of any extension of time on account of delays which, in the judgement of the City, are avoidable delays shall in no way operate as a waiver on the part of the City of its rights under this contract.

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

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

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

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

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

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

3-07. Addenda. If it becomes necessary to revise any part of these plans and specifications after they have been released, the City will issue an addendum containing the revision. All addenda will be posted on the City's website at www.cityofukiah.com/purchasing with the rest of the bid documents. Anyone who intends to submit a bid in response to this Request for Bid must check the website frequently for any posted addenda. Anyone submitting a bid will be deemed to have seen and agreed to be bound by the posted addenda.

3-08. 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.

3-09. Dispute Resolution. Claims of \$375,000 or less by the Contractor that arise under this Contract are subject to the mandatory dispute resolutions provisions in Public Contract Code Sections 20104-20104.6.

SECTION 4. BONDS

4-01. Faithful Performance Bond. As a part of the execution of this contract, the Contractor shall furnish a bond of a surety company or other securities providing equivalent protection such as cash, letter of credit, or certificates of deposit, acceptable to the City, conditioned upon the faithful performance of all covenants and stipulations under this contract. The amount of the bond shall be 100 percent of the total contract price, as this sum is set forth in the agreement.

4-02. Material and Labor Bond. As a part of the execution of this contract, the Contractor shall furnish a bond of a surety company or other securities providing equivalent protection such as cash, letter of credit or certificates of deposit acceptable to the City in a sum not less than 50 percent of the total contract price, as this sum is set forth in the agreement for the payment in full of all persons, companies or corporations who perform labor upon or furnish materials to be used in the work under this contract, in accordance with the provisions of Sections 3247 through 3252 inclusive of the Civil Code of the State of California and any acts amendatory thereof.

4-03. Defective Material and Workmanship Bond. As a condition precedent to the completion of this contract, the Contractor shall furnish a bond of a surety company acceptable to the City in an amount not less than 5 percent (5%) of the final contract price, to hold good for a period of one (1) year after the completion and acceptance of the work, to protect the City against the results of defective materials, workmanship and equipment during that time. This bond shall be delivered to the City before the final payment under this contract will be made.

4-04. Notification of Surety Companies. The surety companies shall familiarize themselves with all of the conditions and provisions of this contract and they waive the right of special notification of any change or modification of this contract or of extension of time, or decreased or increased work, or of the cancellation of the contract, or of any other act or acts by the City or its authorized agents, under the terms of this contract; and failure to so notify the aforesaid surety companies of changes shall in no way relieve the surety companies of their obligation under this contract.

SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS (WITH CONSTRUCTION RISKS)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his or her agents, representatives, employees or subcontractors.

5-01. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial Liability Coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for "all risks" of loss.

5-02. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this

project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury and property damage.
4. Course of Construction: Completed value of the project with no co-insurance penalty provisions.

5-03. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5-04. Other Insurance Provisions

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

1. The City, its officers, officials, employees and volunteers are to be covered as Additional Insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.
3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.
6. Course of Construction policies shall contain the following provisions:
 - a.) The City shall be named as loss payee.
 - b.) The insurer shall waive all rights of subrogation against the City.

5-05. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than the following:

A++ VII	A- VIII
A+ VII	B++ X
A VII	B+ X

5-06. Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements shall be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received within 15 days from written notice of contract award, and the work shall not commence until the certificates and endorsements have been approved by the City. The City reserves the right to require complete certified copies of all required insurance policies, including endorsements affecting the coverage required by these Special Provisions at any time.

5-07. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR

6-01. Legal Address of Contractor. Both the address given in the proposal and the Contractor's office in the vicinity of the work are hereby designated as places to either of which drawings, samples, notices, letters or other articles or communications to the Contractor may be mailed or delivered. The delivery at either of these places of any such thing from the City or its agents to the Contractor shall be deemed sufficient service thereof upon the Contractor and the date of such service shall be the date of such delivery. The address named in the proposal may be changed at any time by notice in writing from the Contractor to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to or upon the Contractor personally.

6-02. Office of Contractor at Site. During the performance of this contract, the Contractor shall maintain a suitable office at the site of the work which shall be the headquarters of a representative authorized to receive drawings and any such thing given to the said representatives or delivered at the Contractor's office at the site of work in his or her absence shall be deemed to have been given to the Contractor.

6-03. Attention to Work. The Contractor shall give his or her personal attention to and shall supervise the work to the end that it shall be prosecuted faithfully and when he or she is not personally present on the work, he or she shall at all reasonable times be represented by a competent superintendent or foreman who shall receive and obey all instructions or orders given under this contract and who shall have full authority to execute the same and to supply materials, tools and labor without delay and who shall be the legal representative of the Contractor. The Contractor shall be liable for the faithful observance of any instructions delivered to him or her or to his or her authorized representative.

6-04. Liability of Contractor. The Contractor shall do all of the work and furnish all labor, materials, tools and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the work herein required in the manner and within the time herein specified. The mention of any specific duty or liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by this contract, said reference to any specific duty or liability being made herein merely for the purpose of explanation.

The right of general supervision by the City shall not make the Contractor an agent of the City and the liability of the Contractor for all damages to persons or to public or private property, arising from the Contractor's execution of the work, shall not be lessened because of such general supervision.

Until the completion and final acceptance by the City of all the work under and implied by this contract, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections and repairs, occasioned or rendered necessary by causes of any nature whatsoever, excepting only acts of God and none other, to all or any portions of the work, except as otherwise stipulated.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City and its officers, directors, agents and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees, costs of suit, expert witness fees and expenses and fees and costs of any necessary private investigators arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, or by the negligence or omission of a party indemnified herein.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The obligation to indemnify shall extend to and include acts of the indemnified party which may be negligent or omissions which may cause negligence.

The City shall have the right to estimate the amount of such damage and to cause the City to pay the same and the amount so paid for such damage shall be deducted from the money due the Contractor under this contract; or the whole or so much of the money due or to become due the Contractor under this contract as may be considered necessary by the City, shall be retained by the City until such suits or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the City.

6-05. Protection of Persons and Property. The Contractor shall furnish such watchman, guards, fences, warning signs, walks and lights as shall be necessary and shall take all other necessary precautions to prevent damage or injury to persons or property.

All property line fences and improvements in the vicinity of the work shall be protected by the Contractor and, if they are injured or destroyed, they and any other property injured by the Contractor, his or her employees or agents, shall be restored to a condition as good as when he or she entered upon the work.

6-06. Protection of City Against Patent Claims. All fees, royalties or claims for any patented invention, article or method that may be used upon or in any manner connected with the work under this contract shall be included in the price bid for the work and the Contractor and his or her sureties shall protect and hold the City, together with all of its officers, agents, servants and employees, harmless against any and all demands made for such fees or claims brought or made on account of this contract. The Contractor shall, if requested by the Engineer, furnish acceptable proof of a proper release from all such fees or classes.

Should the Contractor, his or her agents, servants or employees, or any of them be enjoined from furnishing or using any invention, article, material or appliance supplied or required to be supplied or used under this contract, the Contractor shall promptly substitute other articles, materials or appliance, in lieu thereof, of equal efficiency, quality, finish, suitability and market value and satisfactory in all respects to the Engineer. Or, in the event that the Engineer elects, in lieu of such substitution, to have supplied and to retain and use, any such invention, article, material or appliance, as may by this contract be required to be supplied, in that event the Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for the City, its officers, agents, servants and employees, or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse to make the substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then in that event the Engineer shall have the right to make such substitution, or the City may pay such royalties and secure such licenses and charge the cost thereof against any money due to the Contractor from the City or recover the amount thereof from him or her and his or her sureties notwithstanding final payment under this contract may have been made.

6-07. Protection of Contractor's Work Property. The Contractor shall protect his or her work, supplies and materials from damage due to the nature of the work, the action of the elements, trespassers, or any cause whatsoever under his or her control, until the completion and acceptance of the work. Neither the City nor any of its agents assumes any responsibility for collecting indemnity from any person or persons causing damage to the work of the Contractor.

6-08. Regulations and Permits. The Contractor shall secure and pay for all permits, give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Plans and Special Provisions are at variance therewith, he or she shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. The contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License. The City of Ukiah will issue a no fee encroachment permit to the Contractor allowing him or her to perform work within City right of way or within City property after the Contract Documents have been executed and insurance certificates and endorsements have been approved by the City.

6-09. Construction Utilities. The Contractor shall be responsible for providing for and in behalf of his or her work under this contract, all necessary utilities, such as special connection to water supply, telephones, power lines, fences, roads, watchmen, suitable storage places, etc.

6-10. Approval of Contractor's Plans. The approval by the Engineer of any drawing or any method of work proposed by the Contractor in accordance with paragraph 8-06 shall not relieve the Contractor of any of his or her responsibility for his or her errors therein and shall not be regarded as any assumption of risk or liability by the City or any officer or employee thereof and the Contractor shall have no claim under this contract on account of the failure or partial failure or inefficiency of any plan or method so approved. Such approval shall be considered to mean merely that the Engineer has no objection to the Contractor's using, upon his or her own full responsibility the plan or method approved.

6-11. Suggestions to the Contractor. Any plan or method of work suggested by the Engineer to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be

used at the risk and responsibility of the Contractor; and the Engineer and the City shall assume no responsibility thereof.

6-12. Termination of Unsatisfactory Subcontracts. Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, such subcontract shall be terminated immediately by the Contractor upon notice from the Engineer.

6-13. Preservation of Stakes and Marks. The Contractor shall preserve carefully bench marks, reference points and stakes and in case of destruction he or she shall replace his or her stakes, reference points and bench marks and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance. Contractor's attention is directed to Section 7-03 of these Special Provisions.

6-14. Assistance to Engineer. At the request of the Engineer the Contractor shall provide men from his or her force and tools, stakes and other materials to assist the Engineer temporarily in making measurements and surveys and in establishing temporary or permanent reference marks. Payment for such materials and assistance will be made as provided for under the caption "Extra Work," provided, however, that the cost of setting stakes and marks carelessly lost or destroyed by the Contractor's employees will be assessed to the Contractor.

6-15. Removal of Condemned Materials and Structures. The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work and upon his or her failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the service of a written notice from the Engineer, the condemned material or work may be removed by the City and the cost of such removal shall be taken out of the money that may be due or may become due the Contractor on account of or by virtue of this contract. No such rejected or condemned material shall again be offered for use by the Contractor under this Contract.

6-16. Proof of Compliance with Contract. In order that the Engineer may determine whether the Contractor has complied with the requirements of this contract, not readily enforceable through inspection and tests of the work and materials, the Contractor shall, at any time when requested, submit to the Engineer properly authenticated documents or other satisfactory proofs as to his or her compliance with such requirements.

6-17. Errors and Omissions. If the Contractor, in the course of the work, finds any errors or omissions in plans or in the layout as given by survey points and instruction, or if he or she finds any discrepancy between the plans and the physical conditions of the locality, he or she shall immediately inform the Engineer, in writing and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

6-18. Cooperation. The Contractor shall cooperate with all other contractors who may be performing work in behalf of the City and workmen who may be employed by the City on any work in the vicinity of the work to be done under this contract with the work of such contractors or workmen. he or she shall make good promptly, at his or her own expense, any injury or damage that may be sustained by other contractors or employees of the City at his or her hands.

Any difference or conflict which may arise between the Contractor and other contractors, or between the contractor and workmen of the City in regard to their work shall be adjusted and determined by the Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or of the City, the Contractor shall on that account have no claim against the City other than for an extension of time.

6-19. Right of Contractor to Stop Work. Under the following conditions the Contractor shall have the right, if he or she so desires, to stop the work and terminate the contract upon ten (10) days written notice to the Engineer and recover from the City payment for all work actually performed and for all satisfactory materials actually delivered to the site of the work for permanent incorporation therein, all as may be shown by the estimate of the Engineer.

- (1) If the work is stopped under an order of any court or other competent public authority for a period of time of three (3) months through no act or fault of the Contractor or of anyone employed by him.
- (2) If the Engineer fails to issue the monthly certificate for payment in accordance with the terms of this contract.
- (3) If the City fails to pay the Contractor within sixty (60) days after it shall have become due, as provided by the terms of this contract, any sum certified by the Engineer or awarded by the City.

All provided that if such action to terminate the contract be not instituted by the Contractor within ten (10) days after the alleged existence of such condition and if written notice of such action be not at that time delivered to the City and the Engineer, then such right shall lapse until another occasion arises according to this section.

6-20. Hiring and Dismissal of Employees. The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work and whenever the Engineer shall notify the Contractor that any person on the work is, in his or her opinion, incompetent, unfaithful, intemperate or disorderly, or refuses to carry out the provisions of this contract, or uses threatening or abusive language to any person on the work representing the City, or is otherwise unsatisfactory, such person shall be discharged immediately from the work and shall not be re-employed upon it except with the consent of the Engineer.

6-21. Wage Rates.

1. Contractor shall pay all mechanics and laborers employed or working upon the site of the work unconditionally and without subsequent deductions or rebate on any account the full amounts due at the time of payment at wage rates not less than those contained in the applicable prevailing wage determination, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractors and such laborers and mechanics.
2. Contractor shall comply with the California Labor Code Section 1775. In accordance with said Section 1775, Contractor shall forfeit as a penalty to the Owner, \$50.00 (or the higher minimum penalty as provided in Section 1775(B)(ii) – (iii)) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the Contract by him or her or by any subcontractor under him or her in violation of

the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, Owner has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. Copies of the General Prevailing Wage Determination are available on the Internet at web address: <http://www.dir.ca.gov/DLSR/PWD> The Contractor shall post the wage determination at the site of work in a prominent place where it can easily be seen by the workers.
4. City will not recognize any claim for additional compensation because the Contractor has paid any rate in excess of the prevailing wage rate obtained by the Contractor. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his or her bid and will not in any circumstances be considered as the basis for a claim against the City.
5. The Labor Commissioner through the Division of Labor Standards Enforcement (DLSE) may at any time require contractors and subcontractors to furnish electronic certified payroll records directly to DLSE. Commencing with contracts awarded or after April 1, 2015, all contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.
6. Travel and Subsistence Payments.

Contractor shall make travel and subsistence payments to each workman needed to execute the work in accordance with the requirements in Section 1773.8 of the Labor Code (Chapter 880, Statutes of 1968).

7. **Apprentices.**

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. Contractor and any subcontractor under him or her shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

6-22. Cleaning Up. The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The

Engineer shall have the right to determine what is or is not waste material or rubbish and the place and manner of disposal.

On or before the completion of the work, the Contractor shall without charge therefore carefully clean out all pits, pipes, chambers or conduits and shall tear down and remove all temporary structures built by him or her and shall remove rubbish of all kind from any of the grounds which he or she has occupied and leave them in first class condition.

6-23. Guaranty. All work shall be guaranteed for a period of one year from the date of acceptance by the City. The Contractor shall promptly make all needed repairs arising out of defective materials, workmanship and equipment.

The City is hereby authorized to make such repairs if within ten days after the mailing of a notice in writing to the Contractor or his or her agent, the Contractor shall neglect to make or undertake with due diligence the aforesaid repairs, provided, however, that in case of an emergency where, in the opinion of the City delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the Contractor shall pay the costs thereof.

Pursuant to the provisions of Section 4-03 of these Special Provisions, the Contractor shall furnish a Defective Material and Workmanship Bond in an amount not less than **5 percent** of the final contract price, which shall be effective for a period of one (1) year after the completion and acceptance of the work.

SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY

7-01. Authority of the Engineer. All work done under this contract shall be done in a workmanlike manner and shall be performed to the reasonable satisfaction of the Engineer, who shall have general supervision of all work included hereunder. To prevent disputes and litigation, the Engineer (1) shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract, (2) shall decide all questions relative to the true construction, meaning and intent of the Special Provisions and Drawings, (3) shall decide all questions which may arise relative to the classifications and measurements of quantities and materials and the fulfillment of this contract and (4) shall have the power to reject or condemn all work or material which does not conform to the terms of this contract. his or her estimate and decision in all matters shall be a condition precedent to an appeal for arbitration, or the right of the Contractor to receive, demand, or claim any money or other compensation under this agreement and a condition precedent to any liability on the part of the City to the Contractor on account of this contract. Whenever the Engineer shall be unable to act, in consequence of absence or other cause, then such engineer as the Engineer or the City shall designate, shall perform any and all of the duties and be vested with any or all of the powers herein given to the Engineer.

7-02. Inspection. The City will provide engineering personnel for the inspection of the work.

The Engineer and his or her representatives shall at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

If the Special Provisions, the Engineer's instruction, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection and, if the inspection is by an authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be promptly made at the source of supply where practicable. If any work shall be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Engineer and, if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the contract documents, the City shall pay the cost of re-examination and replacement. If such work is not in accordance with the contract documents, the Contractor shall pay such cost.

Properly authorized and accredited inspectors shall be considered to be the representatives of the City limited to the duties and powers entrusted to them. It will be their duty to inspect materials and workmanship of those portions of the work to which they are assigned, either individually or collectively, under instructions of the Engineer and to report any and all deviations from the Drawings, Special Provisions and other contract provisions which may come to their notice. Any inspector may be considered to have the right to order the work entrusted to his or her supervision stopped, if in his or her opinion such action becomes necessary, until the Engineer is notified and has determined and ordered that the work may proceed in due fulfillment of all contract requirements.

7-03. Surveys. Contractor shall furnish all land surveys, establish all base lines and bench marks and make sufficient detailed surveys needed for working points, lines and elevations. The Contractor shall develop all slope stakes and batter boards. Contractor shall also develop all additional working points, lines and elevations as he or she may desire to facilitate his or her methods and sequence of construction.

7-04. Rights-of-Way. The City will provide all necessary rights-of-way and easements in or beneath which work will be performed by the Contractor under this contract.

7-05. Retention of Imperfect Work. If any portion of the work done or material furnished under this contract shall prove defective and not in accordance with the Plans and Special Provisions, and if the imperfection in the same shall not be of sufficient magnitude or importance to make the work dangerous or undesirable, the Engineer shall have the right and authority to retain such work instead of requiring the imperfect work to be removed and reconstructed, but he or she shall make such deductions therefor in the payments due or to become due the Contractor as may be just and reasonable.

7-06. Changes in the Work. The Engineer shall have the right, in writing, to order additions to, omissions from, or corrections, alterations and modifications in the line, grade, form, dimensions, plan, or kind or amount of work or materials herein contemplated, or any part thereof, either before or after the beginning of construction. However, the arithmetical sum of the cost to the City of additions and subtractions from the work under this contract shall not exceed 10 percent of original contract amount or \$5,000, whichever is the greater, unless based upon a supplementary agreement to be made therefore.

The order of such additions, omissions, corrections, alterations and modifications shall be in writing and signed by the Engineer and, in order, shall then be binding upon the Contractor. The Contractor shall proceed with the

work as changed and the value of such change shall be determined as provided for in section 10-07 of these Special Provisions.

Such alterations shall in no way affect, vitiate, or make void this contract or any part thereof, except that which is necessarily affected by such alterations and is clearly the evident intention of the parties to this contract.

7-07. Additional Drawings by City. The drawings made a part of this contract at the time of its execution are intended to be fairly comprehensive and to indicate in more or less detail the scope of the work. In addition to these drawings, however, the Engineer shall furnish such additional drawings from time to time during the progress of the work as are necessary to make clear or to define in greater detail the intent of the Special Provisions and the contract drawings and the Contractor shall make his or her work conform to all such drawings.

7-08. Additional and Emergency Protection. Whenever, in the opinion of the Engineer, the Contractor has not taken sufficient precautions for the safety of the public or the protection of the works to be constructed under this contract, or of adjacent structures or property which may be injured by the processes of construction on account of such neglect and whenever, in the opinion of the Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect public or private, personal or property interest, then and in that event, the Engineer, with or without notice to the Contractor may provide suitable protection to the said interests by causing such work to be done and such material to be furnished as shall provide such protection as the Engineer may consider necessary and adequate.

The cost and expense of such work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefor, then such costs shall be deducted from any amounts due or to become due the Contractor.

The performance of such emergency work under the direction of the Engineer shall in no way relieve the Contractor from any damages which may occur during or after such precaution has been taken by the Engineer.

7-09. Suspension of Work. The City may at any time suspend the work or any part thereof by giving five (5) days written notice to the Contractor. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the City to the Contractor so to do. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension.

If the work, or any part thereof, shall be stopped by the notice in writing aforesaid and if the City does not give notice in writing to the Contractor to resume work at a date within ten (10) days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work so suspended and he or she will be entitled to the estimates and payments for all work done on the portions so abandoned, if any, plus 5 percent of the value of the work so abandoned, to compensate for loss of overhead, plant expense and anticipated profit.

7-10. Right of City to Terminate Contract. If the Contractor should be adjudged a bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed on account of his or her insolvency, or if he or she should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply sufficient properly skilled workmen or proper materials, or if he or she should fail to make prompt payments to subcontractors or for material or labor, or persistently

disregard laws, ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the contract, then the City, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances and finish the work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided and the damage incurred through the Contractor's default, shall be certified by the Engineer.

7-11. Use of Completed Portions. The City shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions which may not have expired; but such taking possession and using shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Engineer may determine.

SECTION 8. WORKMANSHIP, MATERIALS and EQUIPMENT

8-01. General Quality. Materials and equipment shall be new and of a quality equal to that specified or approved. Work shall be done and completed in a thorough and workmanlike manner.

8-02. Quality in Absence of Detailed Specifications. Whenever under this contract it is provided that the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.

8-03. Materials and Equipment Specified by Name. Whenever any material or equipment is indicated or specified by patent or proprietary name or by the name of the manufacturer, such specification shall be considered as used for the purpose of describing the material or equipment desired and shall be considered as followed by the words "or approved equal". The Contractor may offer any material or equipment which shall be equal in every respect to that specified, provided that written approval first is obtained from the Engineer.

8-04. Source of Materials. Price, fitness and quality being equal, preference shall be given by the Contractor for supplies grown, manufactured or produced in the State of California and, next, for such products partially produced in this State in accordance with Government Code Section 4332.

8-05. Storage of Materials. Materials shall be so stored to ensure the preservation of their quality and fitness for the work. They shall be so located and disposed that prompt and proper inspection thereof may be made.

8-06. Drawings, Samples and Tests. As soon as possible after execution of the contract, the Contractor shall submit to the Engineer, in quintuplicate, sufficient information including, if necessary, assembly and detail drawings to demonstrate fully that the equipment and materials to be furnished comply with the provisions and intent of these Special Provisions and Drawings. If the information thus submitted indicates the equipment or materials is acceptable, the Engineer will return one copy stamped with his or her approval; otherwise, one copy will be returned with an explanation of why the equipment or material is unsatisfactory. The Contractor shall have no claims for damages or for extension of time on account of any delay due to the revision of drawings or rejection of material. Fabrication or other work performed in advance of approval shall be done entirely at the Contractor's risk. After approval of equipment or material, the Contractor shall not deviate in any way from the design and specifications given without the written consent of the Engineer.

When requested by the Engineer, a sample or test specimens of the materials to be used or offered for use in connection with the work shall be prepared at the expense of the Contractor and furnished by him or her in such quantities and sizes as may be required for proper examination and tests, with all freight charges prepaid and with information as to their sources.

All samples shall be submitted before shipment and in ample time to permit the making of proper tests, analyses, or examination before the time at which it is desired to incorporate the material into the work. All tests of materials furnished by the Contractor shall be made by the Engineer. Samples shall be secured and tested whenever necessary to determine the quality of the material.

SECTION 9. PROSECUTION OF WORK

9-01. Equipment and Methods. The work under this contract shall be prosecuted with all materials, tools, machinery, apparatus and labor and by such methods as are necessary to the complete execution of everything described, shown, or reasonably implied. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant or equipment, or any of his or her methods of execution of the work, appear to the Engineer to be unsafe, inefficient, or inadequate to insure the required quality or the rate of progress of the work, he or she may order the Contractor to increase or improve his or her facilities or methods and the Contractor shall comply promptly with such orders; but, neither compliance with such orders nor failure of the Engineer to issue such orders shall relieve the Contractor from his or her obligation to secure the degree of safety, the quality of the work and the rate of progress required of the Contractor. The Contractor alone shall be responsible for the safety, adequacy and efficiency of his or her plant, equipment and methods.

9-02. Time of Completion. The Contractor shall promptly begin the work under this contract and shall complete and make ready for full use all portions of the project made the subject of this contract within the time set forth in the agreement bound herewith.

9-03. Avoidable Delays. Avoidable delays in the prosecution or completion of the work shall include all delays which might have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor. The City will consider as avoidable delays within the meaning of this contract (1) delays in the prosecution of parts of the work, which may in themselves be unavoidable, but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified, (2) reasonable loss of time resulting from the necessity of submitting plans to the Engineer for approval and from the making of surveys, measurements, inspections, and testing and (3) such interruptions as may

occur in the prosecution of the work on account of the reasonable interference of other contractors employed by the City which do not necessarily prevent the completion of the whole work within the time herein specified.

9-04. Unavoidable Delays. Unavoidable delays in the prosecution or completion of the work under this contract shall include all delays which may result, through cause beyond the control of the Contractor and which he or she could not have provided against by the exercise of care, prudence, foresight and diligence. Orders issued by the City changing the amount of work to be done, the quantity of material to be furnished or the manner in which the work is to be prosecuted and unforeseen delays in the completion of the work of other contractors under contract with the City will be considered unavoidable delays, so far as they necessarily interfere with the Contractor's completion of the whole of the work. Delays due to normally adverse weather conditions will not be regarded as unavoidable delays. However, truly abnormal amounts of rainfall, temperatures or other weather conditions for the location of the work and time of year may be considered as unavoidable delays if those conditions necessarily cause a delay in the completion of the work.

9-05. Notice of Delays. Whenever the Contractor foresees any delay in the prosecution of the work and, in any event, immediately upon the occurrence of any delay which the contractor regards as an unavoidable delay, he or she shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause, in order that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues and to what extent the prosecution and completion of the work are to be delayed thereby.

9-06. Extension of Time. Should any delays occur which the Engineer may consider unavoidable, as herein defined, the Contractor shall, pursuant to his or her application, be allowed an extension of time proportional to said delay or delays, beyond the time herein set forth, in which to complete this contract; and liquidated damages for delay shall not be charged against the Contractor by the City during an extension of time granted because of unavoidable delay or delays.

Any claim by Contractor for a time extension based on unavoidable delays shall be based on written notice delivered to the Engineer within 15 days of the occurrence of the event giving rise to the claim. Failure to file said written notice within the time specified shall constitute a waiver of said claim. Notice of the full extent of the claim and all supporting data must be delivered to the Engineer within 45 days of the occurrence unless the Engineer specifies in writing a longer period. All claims for a time extension must be approved by the Engineer and incorporated into a written change order.

9-07. Unfavorable Weather and Other Conditions. During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose satisfactory quality or efficiency will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless, by special means or precautions approved by the Engineer, the Contractor shall be able to overcome them.

The Contractor shall be granted a time extension of one day for each unfavorable weather day which prevents him or her from placing concrete forms or placing and finishing concrete or asphalt concrete. Such unfavorable weather day is defined as a rain day where precipitation prevents the contractor from performing the work more than four (4) continuous hours within the authorized work period or a temperature day where the ambient

temperature is below that specified for the placement of materials associated with the controlling work item for more than four (4) continuous work hours of the authorized work period.

9-08. Saturday, Sunday, Holiday and Night Work. No work shall be done between the hours of 6 p.m. and 7 a.m., nor on Saturdays, Sundays or legal holidays except such work as is necessary for the proper care and protection of work already performed, or except in cases of absolute necessity and in any case only with the permission of the Engineer.

It is understood, however, that night work may be established as a regular procedure by the Contractor if he or she first obtains the written permission of the Engineer and that such permission may be revoked at any time by the Engineer if the Contractor fails to maintain at night adequate force and equipment for reasonable prosecution and to justify inspection of the work.

9-09. Hours of Labor. Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any subcontractor shall not require or permit more than eight hours of labor in a day from any person employed by him or her in the performance of the work under this contract, unless paying compensation for all hours worked in excess of eight (8) hours per day at not less than 1½ times the basic rate of pay. The Contractor shall forfeit to the City, as a penalty, the sum of twenty-five dollars (\$25.00) for each workman employed in the execution of the contract by him or her or by any subcontractor, for each calendar day during which such laborer, workman, or mechanic is required or permitted to labor more than eight hours in violation of the provisions of Section 1810 to 1816, inclusive, (Article 3, Chapter 1, Part 7, Division 2) of the Labor Code of the State of California and any acts amendatory thereof.

SECTION 10. PAYMENT

10-01. Certification by Engineer. All payments under this contract shall be made upon the presentation of certificates in writing from the Engineer and shall show that the work covered by the payments has been done and the payments thereof are due in accordance with this contract.

10-02. Progress Estimates and Payment. The Engineer shall, within the first seven (7) days of each month, make an estimate of the value of the work performed in accordance with this contract during the previous calendar month.

The first estimate shall be of the value of the work satisfactorily completed in place and meeting the requirements of the contract. And every subsequent estimate, except the final estimate, shall be of the value of the work satisfactorily completed in place since the last preceding estimate was made; provided, however, that should the Contractor fail to adhere to the program of completion fixed in this contract, the Engineer shall deduct from the next and all subsequent estimates the full calculated accruing amount of the liquidated damages to the date of said estimate, until such time as the compliance with the program has been restored.

The estimate shall be signed by the Engineer and, after approval, the City shall pay or cause to be paid to the Contractor in the manner provided by law, an amount equal to 95 percent of the estimated value of the work satisfactorily performed and complete in place.

10-03. Substitution of Securities.

1. At such times that Public Contract Code Section 22300 is in effect Contractor may propose the substitution of securities of at least equal market value for any moneys to be withheld to ensure performance under the Contract. Market value shall be determined as of the day prior to the date such substitution is to take place. Such substitution shall be made at the request and expense of the Contractor. The securities shall be one or more of the following types:

(a) Bonds or interest-bearing notes or obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

(b) Bonds or interest-bearing notes on obligations that are guaranteed as to principal and interest by a federal agency of the United States.

(c) Bonds of the State of California, or those for which the faith and credit of the State of California are pledged for the payment of principal and interest.

(d) Bonds or warrants, including, but not limited to, revenue warrants, of any county, city, metropolitan water district, California water district, California water storage district, irrigation district in the State of California, municipal utility district, or school district of the State of California, which are rated by Moody's or Standard and Poor as A or better.

(e) Bonds, consolidated bonds, collateral trust debentures, consolidated debentures, or other obligations issued by federal land banks or federal intermediate credit banks established under the Federal Farm Loan Act, as amended; debentures and consolidated debentures issued by the Central Bank for Cooperatives and banks for cooperatives established under the Farm Credit Act of 1933, as amended; bonds, or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act; and stock, bonds, debentures and other obligations of the Federal National Mortgage Association established under the National Housing Act as amended and bonds of any Federal Home Loan Mortgage Corporation.

(f) Commercial paper of "prime" quality as defined by a nationally recognized organization which rates such securities. Eligible paper is further limited to issuing corporations: (1) organized and operating within the United States; (2) having total assets in excess of five hundred million dollars (\$500,000,000); and (3) approved by the Pooled Money Investment Board of the State of California. Purchases of eligible commercial paper may not exceed 180 days' maturity, nor represent more than 10 percent of the outstanding paper of an issuing corporation.

(g) Bills of exchange or time drafts on and accepted by a commercial bank, otherwise known as bankers acceptances, which are eligible for purchase by the Federal Reserve System.

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

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

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

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

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

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

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

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

10-04. Acceptance. The work must be accepted by vote of the City Council of the City of Ukiah when the whole shall have been completed satisfactorily. The Contractor shall notify the Engineer, in writing, of the completion of the work, whereupon the Engineer shall promptly, by personal inspection, satisfy himself as to the actual completion of the work in accordance with the terms of the contract and shall thereupon recommend acceptance by the City Council.

10-05. Final Estimate and Payment. The Engineer shall, as soon as practicable after the final acceptance of the work done under this contract, make a final estimate of the amount of work done thereunder and the value thereof.

Such final estimate shall be signed by the Engineer, and after approval, the City shall pay or cause to be paid to the Contractor, in the manner provided by law, the entire sum so found to be due hereunder, after deducting therefrom all previous payments and such other lawful amounts as the terms of this contract prescribe.

In no case will final payment be made in less than thirty-five (35) days after the filing of the notice of completion with the County Recorder.

10-06. Delay Payments. Should any payment due the Contractor or any estimate be delayed, through fault of the City beyond the time stipulated, such delay shall not constitute a breach of contract or be the basis for a claim for damages, but the City shall pay the Contractor interest on the amount of the payment at the rate of 6 percent per annum for the period of such delay. The terms for which interest will be paid shall be reckoned, in the case of any monthly or progress payment, from the twentieth day of the month next succeeding the month in which the work was performed to the date of payment of the estimate; and in the case of the final estimate, from the forty-fifth day after acceptance to the date of payment of the final estimate.

The date of payment of any estimate shall be considered the day on which the payment is offered or mailed as evidenced by the records of the Treasurer of the City. If interest shall become due on any delayed payment, the amount thereof, as determined by the City, shall be added to a succeeding payment. If the interest shall become due on the final payment, it shall be paid on a supplementary voucher to interest or any sum or sums which, by the terms of this contract, the City is authorized to reserve or retain.

10-07. Extra Work and Work Omitted. Whenever corrections, alterations, or modifications of the work under this contract ordered by the Engineer and approved by the City increase the amount of work to be done, such added work shall be known as "extra work"; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as "work omitted".

When the Contractor considers that any changes ordered involve extra work, he or she shall immediately notify the Engineer in writing and subsequently keep him or her informed as to when and where extra work is to be performed and shall make claim for compensation therefor each month not later than the first day of the month following that in which the work claimed to be extra work was performed and he or she shall submit a daily complete statement of materials and labor used and expenses incurred on account of extra work performed, showing allocation of all materials, labor and expenses.

All such claims shall state the date of the Engineer's written order and the date of approval by the City authorizing the work on account of which claim is made. Unless such notification is made in writing within the time specified and unless complete statements of materials used and expenses incurred on account of such extra work are furnished as above required, the Contractor shall not be entitled to payment on account of extra work and Contractor shall be deemed to have waived the right to make any future claims for compensation for such extra work.

When changes decrease the amount of work to be done, they shall not constitute a claim for damages on account of anticipated profits on the work that may be omitted.

10-08. Compensation for Extra Work or Work Omitted. Whenever corrections, additions, or modifications in the work under this contract change the amount of work to be done or the amount of compensation due the Contractor, excepting increases or decreases in contract items having unit contract prices for each measurable quantity installed in place, and such changes have been ordered in writing by the Engineer and approved by the City prior to the Contractor performing the extra work, then a price may be agreed upon. Failing such an agreement in price, the Contractor shall be compensated for performing extra work pursuant to the provisions of Section 4-1.03 D, "Extra Work", and Section 9-1.03, "Force Account Payment" of the Standard Specifications.

This method of determining the price of work shall not apply to the performance of any work which is required or reasonably implied to be performed or furnished under this contract.

10-09. Compensation to the City for Extension of Time. In case the work called for under this contract is not completed within the time limit stipulated herein, the City shall have the right as provided hereinabove, to extend the time of completion thereof. If the time limit be so extended, the City shall have the right to charge to the Contractor and to deduct from the final payment for the work the actual cost to the City of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the contract and which accrue during the period of such extension, except that the cost of final unavoidable delays shall not be included in such charges.

10-10. Liquidated Damages for Delay. It is agreed by the parties to the contract that time is of the essence and that, in case all the work is not completed before or upon the expiration of the time limit as set forth, damage, other than those cost items identified in section 10-09, will be sustained by the City and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and it is therefore agreed that the Contractor will pay to the City the sum of **two thousand dollars (\$2,000) per day** for each and every calendar day's delay beyond the time prescribed.

SECTION 11. MISCELLANEOUS

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

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

11-03. Claims Procedure Required by Public Contract Code Section 9204. This section shall apply to any claim by the Contractor arising in connection with this project in accordance with Public Contract Code Section 9204.

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.

SECTION 12. GENERAL INFORMATION

12-01. Location and Scope of Work. All of the work to be performed is within the City of Ukiah and consists of RUNWAY 15-33 PAVEMENT REHABILITATION, PHASE 2. General locations of the work are UKIAH MUNICIPAL AIRPORT (refer to project Plans).

The Contractor should familiarize himself with the local conditions of the project sites. Failure to do so will in no way relieve him of the responsibility for performing any of the work or operations required as a part of this contract. Further information regarding the work or these specifications can be obtained from Mary Horger at (707) 463-6233.

12-02. Arrangement of Technical Specifications. The Technical Specifications are arranged in sections covering the various phases of work as follows:

Section No.	Title
12	General Information
13	Construction Details - Including FAA Technical Specifications, Parts 3-13 and Non-Standard (NS) Specifications for Electrical work (13.04)
14	Exclusions from General Conditions
15	Amendments to General Conditions

12-03. Arrangement of Plans. Project Plan Set consists of fifty (50) plan sheets.

12-04. Business Licenses. The Contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License prior to the start of any portion of the work.

12-05. Permits. The Contractor shall provide, procure, and pay for all permits required to complete this work.

12-06. Standard Specifications and Standard Plans. State Standard Specifications and Plans do not apply to this project. FAA Standard Specifications and Plan format will be used for this project.

Refer to FAA General Contract Provisions for terms used in the FAA Standard documents.

Whenever in the California Standard Specifications and the California Standard Plans the following terms are used, they shall be understood to mean and refer to the following:

Department of Transportation - The City Council.

Director of Public Works - The City of Ukiah Director of Public Works.

Engineer - The Engineer, designated by the City Council, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory - The designated laboratory authorized by the City of Ukiah to test materials and work involved in the contract.

State - The City of Ukiah

Refer to Section 50-03 of the FAA General Contract Provisions for order of precedence.

12-07. Temporary Facilities. All temporary facilities are the responsibility of the Contractor. The removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the work.

12-08. Public Convenience and Safety. The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall, at his or her expense, furnish such flag persons and furnish, erect, construct and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps and bridging as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist, to provide access to abutting properties and to permit the flow of pedestrian and vehicular traffic to safely and expeditiously pass the work.

12-09. Maintaining Traffic. Attention is directed to Section 7-1.08, "Public Convenience," 7-1.09, "Public Safety," 7-1.092, "Lane Closure," and 7-1.095, "Flagging Costs," of the California Standard Specifications.

Streets shall be open to through vehicular traffic during non-working hours. All public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.

Full costs for "Maintaining Traffic", including "Flagging Costs", shall be considered as included in the various items of work and no additional compensation will be made.

12.10. Stream Pollution. The Contractor shall exercise every reasonable precaution to prevent muddying or silting of live streams, and the Contractor's attention is called to the fact that the terms of this contract do not relieve him or her of responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code or other applicable statutes relating to pollution prevention or abatement.

12.11. Warranties. Unless otherwise indicated, the Contractor shall warrant all materials provided and work performed under this contract for a period of one year from the date of final acceptance. He shall replace promptly and at his own expense any materials and/or workmanship which fail during this warranty period.

12.12. Utilities. No water, sewer or electrical services will be provided by the owner. It is the Contractor's sole responsibility to arrange such services as necessary.

12.13. Preconstruction Conference. A preconstruction conference will be held before any work will be allowed to commence. This meeting will cover inspection, schedule for work, and among other items, the responsibilities and procedures of each of the interested parties to assure that the project will be completed in accordance with the contract documents.

12.14. Safety Requirements. The Contractor shall comply with all pertinent provisions of the Department of Labor "Safety and Health Regulations for Construction (29 FCS Part 1518, 36 CFR 7340)", with additions or modifications thereto, in effect during construction of this project.

SECTION 13 - CONSTRUCTION DETAILS

This project is funded under the Federal Aviation Administration (FAA) Airport Improvement Program (AIP). Contractor(s) will be required to comply with specific federal contract provisions as listed herein and contained in the Bid Documents.

Use of the documents contained in this section follow Advisory Circular 150-5370-10H and are mandatory for all projects funded under FAA Airport Improvement Program (AIP).

Included in this section are the following:

13-01. Federal Required Contract Provisions

13-02. Project-Specific Requirements for Airport Construction

Part 1, Provisions for Airport Construction

Part 2, Construction Safety and Phasing Plan

13-03. FAA Standard Specifications for Construction of Airports

Part 1 – FAA General Contract Provisions (Sections 10-90)

Part 2 – FAA General Construction Items

Item C-100 Contractor Quality Control Program (CQCP)

Item C-105 Mobilization

Part 3 – Sitework

Item P-151 Clearing and Grubbing

Item P-153 Controlled Low Strength Material (CLSM)

Part 4 – Base Courses – *Not Used.*

Part 5 – Stabilized Base Courses – *Not Used.*

Part 6 – Flexible Pavements – *Not Used.*

Part 7 – Rigid Pavement – *Not Used.*

Part 8 – Surface Treatments

Item P-608 Emulsified Asphalt Seal Coat

Part 9 – Miscellaneous

Item P-603 Emulsified Asphalt Tack Coat

Item P-610 Concrete for Miscellaneous Structures

Item P-620 Runway and Taxiway Marking

Part 10 – Fencing – *Not Used.*

Part 11 – Drainage – *Not Used.*

Part 12 – Turfing

Item T-901 Seeding

Part 13 – Lighting Installation

Item L-108 Underground Power Cables for Airports

Item L-110 Airport Underground Electrical Duct Banks and Conduits

Item L-115 Electrical Manholes and Junction Structures

Item L-110 Installation of Airport Lighting Systems

13-04. Additional [Non-Standard] Project Specifications

NS-100 – Electrical Work

NS-101 – Locate and Protect Existing Equipment

NS-110 – Directional Boring

13-05. Supplemental Documentation in Support of Construction of this Project

Geotechnical Report

Section 13.01

Federal Required Contract Provisions

Required Federal Contract Provisions for FAA Airport Improvement Program Projects

GUIDANCE & REQUIREMENTS

This project is funded by the Federal Aviation Administration. Federal laws and regulations require that projects funded by federal assistance must include specific contract provisions. Contractor(s) including subcontractors are required to:

- include certain provisions in their subcontracts and sub-tier agreements.
- incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.

The prime contractor shall be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

Failure to Comply with Provisions

Contractor failure to comply with the terms of these contract provisions may be sufficient grounds to:

- 1) Withhold progress payments or final payment;
- 2) Terminate the contract for cause;
- 3) Seek suspension/debarment; or
- 4) Take other actions determined to be appropriate by the Sponsor or the FAA.

A1 ACCESS TO RECORDS AND REPORTS
(2 CFR § 200.333, 2 CFR § 200.336, FAA Order 5100.38)

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 AFFIRMATIVE ACTION REQUIREMENT
(41 CFR part 60-4, Executive Order 11246)

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to
ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	23.2%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in

excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is CITY OF UKIAH, COUNTY OF MENDOCINO, STATE OF CALIFORNIA.

A3 BREACH OF CONTRACT TERMS (2 CFR § 200 Appendix II(A))

Applies to all Contracts over \$150,000

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the *Contractor* or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Contractor* written notice that describes the nature of the breach and corrective actions the *Contractor* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the *Contractor* must correct the breach. Owner may proceed with termination of the contract if the *Contractor* fails to correct the breach by the deadline indicated in the Owner’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4 BUY AMERICAN PREFERENCE (Title 49 USC § 50101)

The Buy America requirements flow down from the sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: the Buy American Preference does not apply to equipment a contractor uses as a tool of their trade **and does not remain** as part of the project.

There are two types of Buy American certifications.

1. Projects for a facility (Buildings such as Terminal, SRE, ARFF, etc.) – Insert the Certificate of Compliance Based on Total Facility
2. Projects for non-facility development (non-building construction projects such as runway or roadway construction; or equipment acquisition projects)

Bidder must sign and submit with bid the Certification contained in the Proposal Forms.

BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

A1 CIVIL RIGHTS - GENERAL (49 USC § 47123)

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A2 CIVIL RIGHTS – TITLE VI ASSURANCE (49 USC § 47123, FAA Order 1400.11)

A6.1 Title VI Solicitation Notice:

The CITY OF UKIAH, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, 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.

A6.2 Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
1. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
2. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
3. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
4. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
5. **Incorporation of Provisions:** **The Contractor will include the provisions of paragraphs one through six in every subcontract,** including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as

the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Insert this list in every contract or agreement

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

A3 CLEAN AIR AND WATER POLLUTION CONTROL (2 CFR § 200, Appendix II(G))

Contract Types – This provision is required for all contracts and lower tier contracts that exceed \$150,000.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

A4 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (2 CFR § 200, Appendix II(E))

This provision applies to all contracts and lower tier contracts that exceed \$100,000, and employ laborers, mechanics, watchmen, and guards.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A5 COPELAND “ANTI-KICKBACK” ACT (2 CFR § 200, Appendix II(D), 29 CFR Parts 3 and 5)

This provision applies to all construction contracts and subcontracts financed under the AIP that exceed \$2,000.

COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A6 DAVIS-BACON REQUIREMENTS (2 CFR § 200, Appendix II(D), 29 CFR Part 5)

Construction – Incorporate into all construction contracts and subcontracts that exceed \$2,000 and include funding from the AIP.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and

certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
- (2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
- (3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

A7 DEBARMENT AND SUSPENSION

(2 CFR part 180 (Subpart C). 2 CFR part 1200, DOT Order 4200.5)

This provision is required to be included in any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant if the amount of the contract is equal to or exceeds \$25,000.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
1. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
2. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A8 DISADVANTAGED BUSINESS ENTERPRISE (49 CFR part 26)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the CITY OF UKIAH to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than FOURTEEN days from the receipt of each payment the prime contractor receives from CITY OF UKIAH. The prime contractor agrees further to return retainage payments to each subcontractor within FOURTEEN days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY OF UKIAH. This clause applies to both DBE and non-DBE subcontractors.

A9 DISTRACTED DRIVING (Executive Order 13513, DOT Order 3902.10)

The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with

the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

A10 ENERGY CONSERVATION REQUIREMENTS (2 CFR § 200, Appendix II(H))

Include this provision in all AIP funded contracts and lower-tier contracts.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 *et seq.*).

A11 DRUG FREE WORKPLACE REQUIREMENTS (49 CFR part 32)

Drug-Free Workplace Act of 1988 (41 U.S.C. 701 *et seq.*, as amended)

The Drug-Free Workplace Act of 1988 requires some Federal contractors and *all* Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency. The Act does **not** apply to contractors, subcontractors, or subgrantees, although the Federal grantees workplace may be where the contractors, subcontractors, or subgrantees are working.

Contract Types – This provision applies to all AIP funded projects, but not to the contracts between the grantee (the sponsor) and a contractor, subcontractors, suppliers, or subgrantees.

Use of Provision – No mandatory or recommended text provided because the requirements do not extend beyond the sponsor level.

A12 EQUAL EMPLOYMENT OPPORTUNITY (2 CFR 200, Appendix II©, 41 CFR § 60-1.4, 41 CFR § 60-4.3, Executive Order 11246)

The EEO Opportunity “Contract Clause” must be included (without modification) in any contract or subcontract when the amount exceeds \$10,000.

EQUAL OPPORTUNITY CONTRACT CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, sex, sexual orientation, gender identify, 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 setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

- (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
- (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a

member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of

local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A13 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)
(29 USC § 201, et seq)

All consultants, sub-consultants, contractors, and subcontractors employed under this federally assisted project must comply with the FLSA.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *Contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A14 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES
(31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(J), 49 CFR part 20, Appendix A)

Contractor must include Lobbying Certification and this language (not modified) in subcontracts exceeding \$100,000.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that **the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts**

under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Certification is included in the bid forms package)

A15 PROHIBITION of SEGREGATED FACILITIES

(41 CFR § 60)

This clause must be included in all contracts that include the Equal Opportunity clause, regardless of the amount of the contract. This obligation flows down to subcontract and sub-tier purchase orders containing the Equal Employment Opportunity clause.

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A16 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

(29 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A17 PROCUREMENT OF RECOVERED MATERIALS

(2 CFR § 200.322, 40 CFR part 247, Solid Waste Disposal Act)

Include this provision in all construction and equipment projects.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A18 RIGHT TO INVENTIONS

38 (2 CFR § 200, Appendix II(F), FR §401)

Not Applicable.

A19 SEISMIC SAFETY

(49 CFR part 41)

Not Applicable.

A20 TAX DELINQUENCY AND FELONY CONVICTIONS

(DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions)

Bidder: if awarded a contract resulting from this solicitation, this provision must be incorporated in all lower tier subcontracts.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the

space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is (☐) is not (☐) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (☐) is not (☐) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A21 TERMINATION OF CONTRACT

(2 CFR § 200 Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09)

TERMINATION FOR CONVENIENCE (CONSTRUCTION CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.

4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- 3) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 4) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 5) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 6) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR DEFAULT (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

A22 TRADE RESTRICTION CERTIFICATION (49 USC § 50104, 49 CFR part 30)

Bidder: If awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, **no contract shall be awarded to an Offeror or subcontractor:**

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

(Note: Trade Restriction Certification is included in the bid forms for bidder's signature and submittal)

A23 VETERAN'S PREFERENCE

(49 USC § 47112©)

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), **the Contractor and all sub-tier contractors** must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as

Ukiah Municipal Airport
Ukiah, California
AIP No. 3-06-0268-0xx-20xx

Federal Provisions
Runway 15-33 Pavement Rehabilitation, Ph 2
100% Submittal

defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

Section 13.02

Project-Specific Requirements for Airport Construction

13.02 - Part 1

Provisions for Airport Construction

Item SP-100, Special Provisions for Airport Construction

DESCRIPTION

100-1.1 Overview. This Section provides for construction safety in an Airport environment; limitations on construction operations; minimum requirements for construction management and scheduling; and site specific information pertaining to potential impacts on construction activities. Unless otherwise noted, all costs associated with related work shall be included in the Contract pay item for Airfield Safety and Traffic Control.

100-1.2 Construction Safety and Phasing Plan (CSPP). A Construction Safety and Phasing Plan has been prepared for this project. Contractor shall comply with the Project-specific CSPP included as Part 2 of "Project-Specific Requirements for Airport Construction.". Included as part of the requirements of the CSPP is the Safety Plan Compliance Document (SPCD) to be completed by the Contractor.

100-1.3 Security Access. Refer to the CSPP included as Part 2 of "Project-Specific Requirements for Airport Construction." Contractor shall comply with the CSPP. Included as part of the requirements of the CSPP is the Safety Plan Compliance Document (SPCD) to be completed by the Contractor. Any costs shall be included in the bid item for Airfield Safety and Traffic Control.

100-1.4 Construction Schedule and Progress Schedule. A construction schedule and progress schedule shall be submitted to the Engineer by the Contractor within five (5) working days prior to the preconstruction meeting. A City-approved schedule will be required prior to issuing a Notice to Proceed with the Construction Element.

Schedule shall be a Critical Path Method Baseline type. Schedule shall indicate complete sequence of each construction category, indicating a time bar for each major category or unit of work to be performed. Work shall be properly sequenced and indicate being fully completed within the scheduled time of completion or substantial completion. The schedule shall also include manpower, equipment utilization and resource needs (resource loading) in order to meet the schedule.

Schedule shall be coordinated with all other Contractors, subcontractors and material suppliers prior to submission. Contractor shall update the schedule for each weekly construction meeting or whenever there is a significant change in progress, whether in a particular phase or total job progress.

Progress schedule shall incorporate, submittals, product data, and sample submissions. Schedule shall indicate preparation time, approval time, resubmissions, fabrications, delivery dates and installation time.

100-1.5 Lines and Grades. The Contractor shall provide construction and layout staking in accordance with the requirements of these Specifications. The Contractor shall protect and preserve all marks set by others and shall be liable for replacement of marks destroyed during construction. The Engineer will be given 48 hours' notice of subgrade, and aggregate base completion, building foundation, and pavement markings so finished grades and layout may be checked. The Contractor shall include the associated costs in the Contract item for Construction Staking and Survey Layout.

100-1.6 Record Drawings. The Contractor shall maintain Record Drawings of all work continuously as the job progresses. A separate set of prints, for this purpose only, shall be kept at the job site at all times. It shall be required that these Drawings be up to date and be reviewed by the resident observer at the time each progress bill is submitted. All deviations from the Drawings, exact locations and sizes of all utilities and electrical lines, equipment details, and all stub outs and connections for future expansion,

shall be incorporated. Documentation of Record Drawings shall be included in other items of work and no separate payment will be made.

100-1.7 Material Testing and Retesting. All Quality Control shall be performed by the Contractor; all acceptance testing will be performed by the Engineer as detailed in these Specifications. The Quality Control Testing shall include, but is not limited to:

- A. Compaction testing for soils, aggregates, and pavements prior to acceptance testing by Engineer, if required. **The Contractor is allotted one acceptance test per area per material per lot.** In the event the acceptance tests do not pass, and the Engineer is required to retest the area, the cost for each retest shall be borne by the Contractor at the actual cost plus a 25% markup.
- B. Concrete strength mix design and other conformance testing required for structural Portland cement concrete.
- C. Electrical grounding and circuit testing.

100-1.8 Construction Staking and Survey Layout. The Contractor shall provide the surveying and staking as necessary to meet the requirements of the Contract Documents. The initial survey layout shall be performed by a Registered Land Surveyor and layout reconfirmed prior to paving. Project Plans indicate elevations at points of paving and grading joins and daylight. Contractor shall verify existing elevations and advise the Engineer of any discrepancies three (3) days in advance of critical path work. Any costs for rework required due to existing grade discrepancies not brought to the Engineer's attention shall be borne by the Contractor.

100-1.9 Schedule of Values. A schedule of value(s) shall be provided for each lump sum bid item within 5 days of request, but not later than 10 working days before the first progress payment. The schedule of values shall be in the form of a detailed, itemized cost breakdown of the lump sum amount that includes the profit and overhead costs for each item including a line-by-line breakdown of labor and materials. All work to be performed by subcontractors shall be listed. The schedule of values, once established, will serve as the basis for estimating or evaluating the percentage of lump sum work completed for progress payments. Progress payments on Unit Price Work will be based on the number of units completed. The schedule of values may also be used to evaluate the impact of unbalanced pricing.

100-1.10 Time Limitations. The overall time of completion for this Project is Sixty (60) calendar days. Should this time schedule not be met, liquidated damages will be assessed. Refer to the CSPP included as Part 2 for detailed time limitations for the specific work areas. A summary of contract time is divided as follows:

- A. **Mobilization Element.** Notice to Proceed with Mobilization shall be given after award of Contract. All work included in Mobilization shall be completed within Thirty (30) calendar days.
- B. **Construction Element (Base Bid).** Notice to Proceed with the Base Bid work shall be issued at the Agency's discretion after the Mobilization Element is complete. All work included in the Construction Base Bid shall be completed within Thirty-Eight (30) calendar days.

100-1.11 Liquidated Damages. Liquidated Damages in the amount of Two Thousand Dollars (\$2,000) per Calendar Day will be assessed for failure to complete any phase of the work (Mobilization and Construction) within the Contract Time allowed.

100-1.12 Barricades and Delineators. The City shall provide Ten (10), 8-foot long, low profile, barricades for use by the Contractor. The Contractor shall provide any additional barricades needed. The Contractor shall provide two solar flashing lights and one 18-inch by 18-inch orange vinyl flag for each of the barricades.

Additionally, the Contractor shall provide plastic delineators as required to barricade hazardous areas. Unless otherwise approved by the Engineer, delineators shall be 42-inch-high molded plastic. Delineators shall be four inches in diameter, fluorescent orange, supplied with a double-weighted base and reflective stripes. Lighting for delineators will be provided at night as approved by the Engineer. All costs associated with this item shall be included in Airfield Safety and Traffic Control.

The City shall determine the appropriate locations for the low profile barricades and the delineators with respect to the proximity to aircraft.

100-1.13 Aviation Radios. The Contractor is to provide at least two hand-held aviation radios to be used in communications as specified in the CSPP. On completion of the Project, the radios remain the property of the Contractor. Providing the radios shall be included under the Contract price for Airfield Safety and Traffic Control.

100-1.14 Access and Security.

A. Contractor Access. Contractor access to the various work areas shall be via the closest access routes indicated on the Construction Safety and Phasing Plan. Additional haul routes on Airport property shall be approved by the Airport. All access routes and haul routes shall be kept clean and free of debris. Dust control shall be maintained. Where haul routes cross active runways, taxiways, or aprons, radio-equipped flaggers shall be provided by the Contractor as required.

B. Access Security Control.

The Contractor shall be responsible for maintaining Airport security at all gates designated for his use. Gates must be locked or manned by the Contractor's personnel to ensure no unauthorized access to the air operations area. All access gates shall be kept clear of equipment and material.

100-1.15 Work Hour Limitations. The Airport's normal work hours are from 7:00 AM to 5:00 PM, Monday through Friday, excluding holidays. All work performed outside of this schedule shall be coordinated and approved in advance by the Engineer. The Contractor may be charged for work performed outside of this schedule that requires inspection or observation by Agency, City, or County staff.

100-1.16 Construction Delay due to Unfavorable Weather and/or COVID-19. Due to potential timing of grant and contract award, as well as material procurement, the anticipated timeframe for Construction to commence is not yet determined. Once the Mobilization Element is complete and materials have been procured or a firm schedule for procurement is established, the Contractor shall evaluate the upcoming weather forecast and determine if winter weather and/or lack of an adequate labor force, materials and/or supplies due to the COVID-19 outbreak may have an impact on commencing and completing Construction in a timely manner. The Contractor, City, and Engineer will arrive at a mutual determination as to whether the Construction Element should be delayed as a result of the weather or COVID-19 outbreak. Due to the nature and geometry of the Project, suspending work once it has started will result in an incomplete product and will be detrimental to Airport operations.

A Notice to Proceed with the Construction Element will be issued once the conditions described herein are met; and the Contractor, County, and Engineer determine the Project can be satisfactorily completed without an anticipated suspension due to weather and/or COVID-19 factors. Additional payment will not be made in the event a delay of the Construction Element is necessary. The Contractor shall honor all bid prices when Construction commences.

100-1.17 Storm Water Discharge Permit (Construction NPDES). Construction activity under this Project is expected to disturb less than five acres of land surface and have a construction schedule such

that the overall rainfall erosivity factor will be less than five. As such the project will not be subject to requirements of the State Water Resources Control Board (SWRCB), Division of Water Quality Order No. 2010-0014-DWG, National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP) No. CAS000002, Discharges of Storm Water Runoff Associated with Construction and Land Disturbance Activities.

The Best Management Practices (BMP) and Best Available Technology (BAT) measures called for in these Bid Documents and shown on the PLANS shall be considered as minimum requirements. The Contractor shall comply with all BMP and BAT provisions in the Contract.

Payment for the BMPs called for on the PLANS will be made under applicable pay items.

100-1.18 Project Site Access Route Improvements. Prior to construction, the Contractor will document the existing pavement condition for access and haul routes to be used. Travel on these pavements and routes will be controlled by the Airport, and the Contractor shall remain within specified access routes. After construction is complete, all pavements in the vicinity of the construction site access location shall be repaired as directed by the County. This process may include surface removal, regrading and repaving; or other methods as determined acceptable by the County. The cost for this work shall be borne by the Contractor.

100-1.19 Construction Water Meter Requirements. The Contractor is responsible for contacting the City of Ukiah to apply for a construction water meter. Please contact:

City of Ukiah – Utility Services and Billing
300 Seminary Avenue, Ukiah, California 95482
(707) 463-6228

The Contractor shall be responsible for all fees and charges to obtain construction water.

No separate measurement and payment will be made for construction water. All costs shall be included in other items of work.

100-1.20 Hearing Protection. Contractor shall provide all necessary hearing protection for workers.

100-1.21 Cultural Resources Assessment. In the event that archaeological materials are encountered during construction, all construction work shall be halted, and a Mendocino County certified archaeologist shall be consulted to determine the appropriate treatment of the discovery.

In the event human remains are encountered, State Health and Safety Code – Section 7050.5 states that, no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code – Section 5097.98. The County Coroner must be notified of the find immediately.

If the remains are determined to be Native American, the County Coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 48 hours of notification by the NAHC. The MLD will have the opportunity to offer recommendations for the disposition of the remains.

100-1.22 Environmental Requirements. The Contractor shall comply with NEPA and CEQA environmental requirements. Specific requirements that pertain to the Contractor are shown within the Project Plans.

100-1.23 Application for Payment and Required Items. Applications for payment shall follow the standard Agency format based on the schedule of items included in the proposal forms. The Contractor shall also supplement the pay application with amounts being paid to subcontractors and the amounts being paid to DBE firms. Subcontractor and DBE amounts shall be delineated by bid items in the proposal forms.

METHOD OF MEASUREMENT

100-2.1 Airfield Safety and Traffic Control will be measured as a lump sum item.

100-2.2 Construction Staking and Survey Layout will be measured as a lump sum item.

100-2.3 Implement BMPs.

a. Place Fiber Sediment Roll will be measured per the linear foot.

b. Place Inlet Protection will be measured per each item.

100-2.4 Remove and Salvage Existing Constant Current Regulator (CCR) and provide to airport will be measured as a per each item.

100-2.5 Install 10kW Ferroresonant CCR will be measured as a per each item.

100-2.6 Install new Runway 15 PAPI and REIL Electric Service will be measured as a lump sum item.

BASIS OF PAYMENT

100-3.1 Airfield Safety and Traffic Control will be paid for at the Contract lump sum price. This price shall include full compensation for all labor, materials, tools, equipment, CSPP compliance, SPCD preparation and compliance, and incidentals necessary to complete the work as specified in this Specification and requirements shown on the Plans.

100-3.2 Construction Staking and Survey Layout will be paid for at the Contract lump sum price and shall include all staking and survey required to construct the Project to the lines and grades as indicated on the Plans to meet the specified tolerances.

100-3.3 Implement Best Management Practices (BMP) and Best Available Technology (BAT) measures called for in these Bid Documents and shown on the PLANS. This price shall include full compensation for all labor, materials, tools, equipment, and compliance and incidentals necessary to complete the work as specified in this specification and requirements shown on the plans.

100-3.4 Remove and Salvage Existing Constant Current Regulator (CCR) and provide to airport will be paid for at the Contract per each price. This price shall include full compensation for all labor, materials, tools, equipment, and compliance and incidentals necessary to complete the work as specified in this specification and requirements shown on the plans.

100-3.5 Install 10kW Ferroresonant CCR will be paid for at the Contract per each price. This price shall include full compensation for all labor, materials, tools, equipment, and compliance and incidentals necessary to complete the work as specified in this specification and requirements shown on the plans.

100-3.6 Install new Runway 15 PAPI and REIL Electric Service will be paid for at the Contract lump sum price. This price shall include full compensation for all labor, materials, tools, equipment, and compliance and incidentals necessary to complete the work as specified in this specification and requirements shown on the plans and as required by the utility company.

Payment will be made under:

- | | |
|-----------------|---|
| Item SP-100-3.1 | Airfield Safety and Traffic Control – per lump sum |
| Item SP-100-3.2 | Construction Staking and Survey Layout – per lump sum |
| Item SP-100-3.3 | Implement Best Management Practices |
| | a. Place Fiber Sediment Roll – per linear foot |
| | b. Place Inlet Protection – per each |
| Item SP-100-3.4 | Remove and Salvage Existing Constant Current Regulator, Complete – per each |
| Item SP-100-3.5 | Install 10kW Ferroresonant CCR, Complete – per each |
| Item SP-100-3.6 | Install new Runway 15 PAPI and REIL Electric Service – per lump sum |

END OF SECTION SP-100

Part 2

Construction Safety and Phasing Plan (CSPP)

UKIAH MUNICIPAL AIRPORT



CONSTRUCTION SAFETY AND PHASING PLAN for

Runway 15-33 Rehabilitation Phase 2

AIP No. 3-06-0268-0XX-20XX

Prepared by



www.meadhunt.com

October 2, 2020

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ATTACHMENTS0

- Attachment 1- Project Plan Sheets
- Attachment 2 – Safety Plan Compliance Document
- Attachment 3 – Definition of Terms
- Attachment 4 – Daily Safety Inspection Checklist

1. OVERVIEW

This document presents the Construction Safety and Phasing Plan (CSPP) for the proposed Runway 15-33 Runway Rehabilitation, Phase 2 (Project) at Ukiah Municipal Airport (UKI). This phase will consist of runway width reduction, threshold lights and runway edge light relocations, installation of new REILs at both runway ends, replacement of existing VASI with 4-box PAPI, and application of pavement markings. The anticipated construction duration is 60 Calendar Days. Specifically, the Project scope includes the following elements:

1.1 BASE BID

This project will be bid as one package with two Schedules due to federal funding sources.

1.1.1 Schedule 1 - Runway Rehabilitation, Taxiway Connector Construction, and Demolition

The work for this Project consists of the following:

- a) Close runway and place barricades to restrict access to the runway from the taxiway connectors and aprons.
- b) Remove specific existing markings.
- c) Remove existing runway edge and threshold lights, fixtures, cans, and cable.
- d) Remove existing lighted airfield guidance signs, foundation, cans, and cable.
- e) Trench and place new conduits, conductors, cans and runway edge and threshold light fixtures.
- f) Install new lighted airfield guidance signs.
- g) Apply pavement markings.

1.1.2 Schedule 2 – New PAPI and REIL Replacement

Schedule 2 work will be performed concurrent with Schedule 1 items and closures. The work for this schedule consists of the following:

- a) Remove and salvage existing VASIs to the FAA.
- b) Remove and salvage existing REILs to the FAA.
- c) Construct new service point for Runway 15 REILs and new PAPI.
- d) Construct new conduits with new cables in new location from new service point.
- e) Construct new conduits with new cables to serve the Runway 33 REILs.
- f) Install new REILs and appurtenances for Runways 15 and 33.
- g) Install new 4-box PAPI and appurtenances for Runway 15.

2. PURPOSE

This CSPP provides single source procedural information for all key Project personnel to use during construction and defines the specific responsibilities of the Airport Operator, the Contractor, Airport users/tenants, and the Project Engineer. The FAA's Safety and Phasing Plan Checklist was utilized in the preparation of this CSPP, which includes (but is not limited to) provisions for Airport safety and security, operational limitations on construction activities, identifying potential hazards and the impacts those hazards may have on airfield and construction activities, and construction phasing requirements to minimize impact on airfield operations.

Requirements for maintaining operational safety during construction are in conformance with FAA Advisory Circular 150/5370-2G, *Operational Safety on Airports During Construction*. The Project specific safety and phasing provisions for the Project elements are shown on Plan Sheet G-081 and detailed in the Project Specifications. The Plan Sheet is attached to this report as *Attachment 1*.

3. CONSTRUCTION SAFETY AND PHASING RESPONSIBILITIES

3.1 AIRPORT OPERATOR

The Airport Operator is responsible for operational safety on the Airport at all times. The City of Ukiah (City) is the Airport Operator. The City will issue Notice to Airmen (NOTAMS) whenever construction activities occur in the AOA. City staff will provide oversight of all construction activities and coordinate those activities with the Airport users (pilots) and Airport tenants. The City will hold weekly construction progress and safety meetings. During those meetings, operational safety will be reviewed, and an action plan will be developed, as needed, to address any discrepancies in safety that need to be corrected. The City will require the Contractor to submit a Safety Plan Compliance Document (SPCD) that details the Contractor's compliance with the CSPP. City approval of the SPCD will be required prior to issuance of the Notice to Proceed with Construction.

3.2 CONSTRUCTION CONTRACTOR

The Contractor will be determined by a competitive bidding process. The Contractor's responsibilities for safety and phasing are detailed and defined in the Contract Documents. The Contractor will be required to attend weekly progress and safety meetings and to correct any discrepancies found in safety. The Contractor is required to submit a completed SPCD to the City for approval before the Notice to Proceed for Construction can be issued. A sample SPCD is included as *Attachment 2*.

3.3 AIRPORT USERS AND TENANTS

The City will notify Airport users and tenants of all pending construction activities that may impact them and advise the users and tenants of planned pavement closures and other activities in the AOA that will affect aircraft/Airport operations. Users and tenants will be permitted to attend weekly construction progress and safety meetings when appropriate.

3.4 PROJECT ENGINEER

As part of the Project construction management, observation, and quality assurance process, the Project Engineer (or Resident Project Representative (RPR)) will monitor construction safety on a daily basis, utilizing the "*Construction Project Daily Safety Inspection Checklist*" (see *Attachment 4*) to ensure an appropriate level of priority is given to safety. Any discrepancies in safety will immediately be brought to the attention of the Contractor and City for corrective action implementation.

4. CONSTRUCTION SAFETY AND PHASING

4.1 COORDINATION

4.1.1 Design Progress Meetings

Conferences will be held during the design development phases (Preliminary, 95%, and Final). These meetings will be held to help avoid possible conflicts between construction activities and the

operation of the Airport. The CSPP will be formally submitted to the FAA for approval when the Project design is 95% complete and City review-comments can be incorporated.

4.1.2 Pre-bid Conference

A pre-bid conference will be held to help clarify and explain construction methods, procedures, and safety measures required by the Contract. The pre-bid conference will be held a minimum of ten (10) days prior to the bid opening date.

4.1.3 Preconstruction Conference

A preconstruction conference will be held as soon as practicable after the Contract has been awarded and before issuance of the Notice to Proceed. The preconstruction conference participants should include, but not be limited to, the City; Project Engineer; Airport management; testing laboratory representative; Contractor and subcontractor(s); Contractor's project superintendent; Contractor's project clerk; Airport users; utility companies; emergency personnel; federal, state, or local agencies affected by the proposed construction; and FAA representative. The Contractor will distribute copies of the proposed construction schedule five (5) days prior to the preconstruction meeting to the Engineer for distribution. The schedule will be presented by the Contractor at the preconstruction meeting. Copies of Contract Documents may be provided to the Contractor by the City. The number will be agreed upon by the City and Contractor.

4.1.4 Badging Requirements

There are no badging requirements for this Project.

4.1.5 Contractor Progress Meetings

Contractor progress meetings will be held weekly for the duration of construction. Operational safety will be a standing agenda item for discussion during progress meetings throughout the Project. The Contractor's project superintendent, project manager, and project foreman are required to attend meetings. Date, time, and location of the progress meetings will be determined at the preconstruction meeting.

4.1.6 Scope or Schedule Changes

Scope or schedule changes for the Project may necessitate revisions to the CSPP and require review and approval by the City and the FAA.

4.1.7 FAA Air Traffic Organization (ATO) Coordination

The City will coordinate the construction schedule with the FAA ATO. The FAA ATO may take part in the coordination meetings if desired.

4.2 PHASING AND TIME LIMITATIONS

The Project has been divided into two Elements: 1) Mobilization and 2) Construction. A separate Notice to Proceed will be issued for Mobilization Element and the Construction Element. The Notice to Proceed for the Construction Element will not be issued until the Mobilization Element is complete and the SPCD is approved by the City. The work efforts and affected airfield areas within the AOA are detailed within. The Mobilization Element will be completed as follows depending on the contract award:

Contract Award	Mobilization Element	Construction Element	Total
Base Bid (Schedules 1 & 2)	30 Calendar Days	30 Calendar Days	60 Calendar Days

If the Contractor fails to meet any of these time limitations, liquidated damages will be assessed as described in the Project Specifications.

4.2.1 Element 1 – Mobilization (30 Calendar Days)

During this Element of the Project, no work will be conducted that restricts Airport operations in any way. Mobilization work will include, but not be limited to, the following:

- a) Processing of required submittals, including the Contractor's work schedule.
- b) Preparation and submission of the SPCD.
- c) All prequalification testing, review, and approval.
- d) Airfield Safety Devices delivered/prepared at the site (construction flags, low profile barricades, airport radios, runway closure markers).
- e) Materials and equipment delivered to site, as applicable.
- f) Survey layout (optional).
- g) Underground utility investigation and potholing.
- h) All miscellaneous Mobilization efforts required to commence construction.

All preliminary work required to pursue construction to completion will be finalized during the Mobilization Element to minimize delays during construction.

4.2.2 Element 2 – Construction

4.2.2.1 Construction (30 Calendar Days)

Construction work affects the Runway Safety Area of Runway 15-33 and the object free area of Taxiway A2, C, D, and E. The Contractor will be responsible for placing closure devices (runway closure markers, traffic delineators, low-profile barricades, flags and lights) and deactivating airfield lighting systems for areas closed.

4.2.2.2 Critical Airfield Areas Construction

- a) Runway Safety Area (RSA). Work cannot be completed within the RSA while the runway is open.
 - Runway 15-33 RSA is 150 feet wide, centered on the runway centerline, and extends 300 feet beyond the runway threshold.
- b) Taxiway Object Free Area (TOFA). Work cannot be completed within the TOFA while the taxiway is open.
 - All Taxiways and Connectors have a TOFA that is 98 feet wide centered on the taxiway centerline.

4.2.2.3 Definition of Work Areas and Phasing Limitations

The following phasing restrictions apply:

The Work Area for this project is defined as Runway 15-33, Taxiway Connectors A2, C, D, and E, and areas outside the ROFA as depicted on Sheet G-081. Work within the Work Area includes removal of markings, application of new markings, demolition of existing edge lights, trenching and

installation of cables, new edge lights, demolition of existing VASI system, installation of new PAPI system, demolition of existing REILs, and the installation of new REILs.

This work will be completed within the 30 calendar days allotted for Construction.

4.2.2.4 Work Area Summary

- a) Scope of Work – removal of specific existing markings, application of new markings, demolition of existing runway and taxiway edge lights, installation of new runway and taxiway edge lights, demolition of existing VASI system, installation of new Runway 15 PAPI, demolition of existing REILs, installation of new REILs, and first application of pavement markings.
- b) Area closed to aircraft operations – Runway 15-33, portion of Taxiway A, and all Taxiway Connectors.
- c) Duration of closure – 30 Calendar Days (29 consecutive days and 1 additional day for final markings application).
- d) Alternate taxi route – None. Airport will be closed.
- e) Emergency access routes – Community fire and rescue services enter through existing gates off of South State Street to the Airport hangars and apron areas. Construction operations will not hinder access to the Airport.
- f) Construction staging area – Contractor's staging area is located at the northeast corner of the Airport and is accessed from the Airport service road leading from the north end of Taxiway A as shown on the Construction Safety and Phasing Plan drawing (see *Attachment 1*).
- g) Construction access and haul route – Access will be from South State Street through the main gate adjacent to the Airport Administration Building and onto the apron. The route continues north along Taxiway A and Taxiway Connector A2 and south along the apron and Taxiway A to the other Taxiway Connectors for Runway access. Plastic delineators (42-inch high) will be required when there is heavy construction traffic in the apron area, as directed by the City. Contractor will coordinate use of the gate and apron area with the Airport Manager.
- h) Impacts to NAVAIDs – None.
- i) Lighting and marking changes – The Airport will be closed to operations during the construction. Runway and taxiway edge lights, REILs, and VASIs will be deactivated during the closure period and replaced in relocated positions prior to reopening.
- j) Required hazard marking and lighting – Contractor will place runway closure markings (crosses) on runway designation markers as directed by the City. Low profile barricades and 42-inch high plastic traffic delineators will be placed across the Taxiway A at the north end of the apron, across Taxiway Connector C near the middle of the apron and across both Taxiway A and Taxiway Connector D at the south end of the apron as shown on Plan Sheet G-081, prior to beginning construction. The Contractor's access route will be separated from the remaining apron areas by 42-inch high plastic traffic delineators, as directed by the City. All airfield lights and navigational and visual aids will be decommissioned during construction hours.
- k) Lead times for required notification – 5 working days.

4.2.3 Construction Safety and Phasing Plan Sheets

Drawings specifically indicating operational safety procedures and methods in affected areas have been developed for each construction work area. These Drawings are included in the Contract Drawing Bid Package (Plan Sheets G-021, G-081 and G-082).

4.3 AREAS AND OPERATIONS AFFECTED BY CONSTRUCTION

4.3.1 Runways

Aircraft access to Runway 15-33 will not be allowed.

4.3.2 Taxiways and Taxilanes

Aircraft access to most of Taxiway A and all Taxiway Connectors will not be allowed.

4.4 NAVAID PROTECTION

No NAVAIDs will be impacted by this Project.

4.5 CONTRACTOR ACCESS

4.5.1 Location of Stockpiled Construction Materials and Equipment

Location of stockpiled materials and equipment storage will be in the staging areas as shown on Sheet G-081 or as approved by the City. Stockpiling materials and equipment outside the staging areas and within the AOA will require prior approval from the City and will be subjected to additional limitations depending on the height(s). Stockpiled material will meet the requirements of Section 4.6, *Wildlife Management*, to prevent the stockpile location(s) from becoming wildlife attractants.

4.5.2 Vehicle and Pedestrian Operations

4.5.2.1 Construction Site Parking

Employees' vehicles will be parked in the staging area designated on the plans or outside the AOA. No employee vehicles will be allowed beyond the staging area limits. In areas where the staging area is adjacent to the perimeter security fence, all vehicles will be positioned a minimum of 10 feet away from either side of the fence.

4.5.2.2 Construction Equipment Parking

All service and construction vehicles and/or equipment will be parked in the staging area when not in use and will be positioned a minimum of 10 feet away from either side of a perimeter security fence. See Section 4.17, *Protection of Runway and Taxiway Critical Areas*, for further parking restrictions within safety areas and object free areas. Unless a complex setup procedure makes movement of specialized equipment infeasible, inactive equipment will not be allowed to park on a closed taxiway or runway. If it is necessary to leave specialized equipment on a closed taxiway at night, the City must approve the request and the equipment will be lighted in accordance with Section 4.18, *Other Limitations on Construction*.

4.5.2.3 Access and Haul Roads

The Contractor will be required to use the Project security gates and haul routes shown on the plans. Specific haul routes are shown on the Construction Safety and Phasing Plan drawing. Right-of-way will be given to all emergency vehicles and aircraft sharing the haul routes with the Contractor.

4.5.2.4 Marking and Lighting of Vehicles

Only marked Contractor-owned/operated vehicles required for the proper execution of the work will be allowed in the work area. Motor vehicles will be equipped with an omni-directional amber flashing light, head lights, taillights, and flashers that will be used between sunset and sunrise or when visibility is low. Vehicles within the airfield environment will display company identification markings on both sides of the vehicle. Non-motorized equipment will have reflective devices displayed on the front, back, and sides. Vehicles and equipment will have an FAA orange and white checkered flag, 3 feet by 3 feet minimum, attached to a pole mounted on the rear bumper and visible from 300 feet at all angles during daytime hours. All supervisory and survey personnel operating with a City escort within the airfield environment but outside the work area will have a company vehicle with an amber flashing light mounted on the roof of the cab and identifying markings visible from 300 feet mounted on both sides of the vehicle.

4.5.2.5 Training Requirement for Vehicle Drivers

The City will conduct an informal meeting with the Contractor to review driving requirements at the Airport.

4.5.2.6 Situational Awareness

Yield the right-of-way to moving aircraft (whether under tow or their own power) and pedestrians. While driving or working within the airfield environment, personnel will not wear any devices in or on their ears, other than those used to protect hearing or to communicate company business. Yield right-of-way to emergency vehicles displaying rotating beacons (other than amber) and/or using sirens, and other audible emergency signals. In the event of an emergency, be prepared to move workers, vehicles, and equipment immediately at the direction of the City.

Texting while driving anywhere on Airport property is strictly prohibited.

4.5.2.7 Two-Way Radio Communication Procedures

All radio communications with the Common Traffic Advisory Frequency (CTAF) will be performed by Airport Operations/City personnel and/or a trained Contractor-provided construction safety coordinator. All activities within aircraft movement areas will require two-way radio communication. The Contractor's on-site foremen/lead/superintendents will carry (or have immediately available) a VHF aviation radio. Additionally, if a sweeper is being used in the movement area and a flagger is not coordinating his/her movements, the sweeper operator will also carry a radio. Radio Frequency that will be used is:

- CTAF – 123.0

4.5.2.8 Airport Security

In areas of work activities, the Contractor will maintain security against unauthorized access to the airfield area through the security gate(s). Gates will be locked or manned at all times. The gate will be closed and locked when not in use. Where the Contractor's lock is used for access through City gates, the lock will be marked to identify the ownership of the Contractor. Place the lock in series with existing locks. Failure to adhere to these requirements will result in the Contractor's lock being removed by the City.

4.6 WILDLIFE MANAGEMENT

Procedures to maintain existing wildlife mitigation devices, limit wildlife attractants, and notify City of wildlife encounters.

4.6.1 Trash

Receptacles will be provided by the Contractor and equipped with metal, canvas, or plastic covers. Food scraps or other trash may not be disposed on the ground and must be collected and placed in the covered receptacles so as not to attract wildlife.

4.6.2 Standing Water

Staging areas, stockpile areas, and the work area will be graded to drain to avoid attracting wildlife.

4.6.3 Tall Grass and Seeds

The use of low-quality seed mixtures that contain seeds of plants (such as clover) that attract wildlife will not be used. Grass and weeds will be managed, or cut if necessary, within work areas to avoid attracting wildlife habitation.

4.6.4 Fencing and Gates

Fences and/or gates that are unmaintained and/or left open and unattended permit unwanted wildlife to enter inside the Airport perimeter fence. Refer to 4.5.2.8, *Airport Security*, for requirements of maintaining the secured area of the Airport. Contractor personnel will immediately notify the City if any unwanted wildlife is observed inside the Airport perimeter fence.

4.6.5 Disruption of Existing Wildlife Habitat

Not applicable for this Project.

4.7 FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT AND DUST CONTROL

The Contractor will be required to ensure the airfield environment is kept continuously free of construction debris, equipment and/or materials that might endanger or be ingested by an aircraft. Contractor will take extreme care to ensure that no work-related debris or other loose items are allowed to be blown by wind or aircraft engine blast. The Contractor will be responsible for any resulting damage to aircraft engines and/or other property arising from failure to secure and/or protect debris, tools, supplies, or other loose items. Following the requirements described herein will help eliminate the potential for FOD. In areas that may result in the tracking of soil, sediments, or hazardous materials on the wheels of hauling equipment outside the area that are enclosed by erosion and silt/sediment control devices, the Contractor will provide the means and methods to remove these materials prior to the vehicle exiting the controlled area. If water wash stations are used, the Contractor will provide systems for the collection, treatment, and disposal of wheel wash water and accumulated sediment. Equipment operated on haul routes over existing pavements will be kept free of material spillage and foreign matter at all times. Haul routes that are shared with aircraft operations will be cleaned continuously with regenerative air vacuum sweepers, or other City approved methods.

Dust control will be in conformance with "Dust Control" of the State Standard Specifications and the Project Specifications. The Contractor will provide the ways and means to prevent dust, grit, and other waste products from becoming a nuisance in and around the working areas. The Contractor will take action as necessary, with the approval of the City, to reduce or eliminate such nuisance. The Contractor will control dust during the entire Contract period, including holidays and weekends.

Application of water for controlling dust caused by construction operations or the passage of traffic through the work area(s) will be applied as directed by the City at the Contractor's expense.

4.8 HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT

4.8.1 Shipments of Hazardous Materials

If shipments of hazardous material (including hazardous debris, contaminated soil or water, and hazardous waste) will be unloaded onto or loaded from City property, the Contractor will have a qualified person available onsite when shipments are received or prepared to ship who is current with U.S. Department of Transportation (DOT) approved training for the transportation of hazardous materials. Contractor will properly characterize and manifest waste material leaving the City property for disposal. When the waste reaches its final destination, the owner or operator of the designated and permitted treatment, storage, and disposal (TSD) facility will sign the manifest and return a copy to the City within 35 days to confirm receipt.

4.8.2 Spills

4.8.2.1 Minor Spills

Minor spills can be controlled by the first responder at the discovery of the spill. Use absorbent materials on small spills rather than hosing down or burying the spill. First responder should contain the spread of the spill, recover spilled materials, clean the contaminated area, and properly dispose of contaminated materials. For minor spills, consult the products Material Safety Data Sheets (MSDS) for recommended actions for spills or container leaks. Additionally, MSDSs will provide emergency phone numbers and occupational health hazard information.

4.8.2.2 Semi-significant Spills

Semi-significant spills can be controlled by the first responder along with the aid of other personnel such as laborers, the foreman, etc. Notify the City of semi-significant spills. Spills should be cleaned up immediately. Contain the spread of the spill and notify the Project foreman immediately. If the spill occurs on paved or impermeable surfaces, clean up by using dry methods (absorbent materials, cat litter and/or rags). Contain the spill by encircling with absorbent materials and do not let the spill spread widely. If the spill occurs in dirt areas, immediately contain the spill by constructing an earthen dike. Dig up and properly dispose of contaminated soil. If the spill occurs during rain, cover spill with tarps or other material to prevent contaminating runoff.

4.8.2.3 Significant / Hazardous Spills

Significant/Hazardous spills that cannot be controlled by personnel in the immediate vicinity must be reported to the local emergency response by dialing 911. In addition to 911, the Contractor will notify the City, proper City officials, and the state Emergency Services Warning Center. The services of a Spills Contractor or a HAZMAT team should be obtained immediately. Construction personnel should not attempt to clean up until the appropriate and qualified staff arrives at the jobsite. Other agencies that may need to be consulted include, but are not limited to, the Fire Department, the Public Works Department, the Highway Patrol, the City Sheriff's Department, and the Department of Toxic Substance.

4.8.3 Delivery and Storage of Hazardous Goods

- a) Ensure that hazardous goods and material delivered to or from the construction site meet applicable DOT labeling and placarding requirements. Upon request from the City, supply MSDS for all hazardous material being delivered to the site.
- b) The storage and shipment of hazardous waste will also comply with the requirements of this section.

- c) It is emphasized, however, that although spills resulting from incidents or accidents should be responded to, securing the well-being of people will be the first priority.
- d) Good housekeeping practices should be utilized during equipment fueling and maintenance operations. Inspect fueling equipment for leaks prior to dispensing. Fueling operations will be continuously attended to while dispensing fuel. Fueling and maintenance operations will not be performed within 50 feet of a storm drain, inlet, ditch, surface water, wetland, etc. to allow adequate time for containment in the event of a spill.

4.9 NOTIFICATION OF CONSTRUCTION ACTIVITIES

4.9.1 Responsible Representatives / Points of Contact

Airports/Utility Staff Member	Title	Phone/Office	Cell
Greg Owen	Airport Manager	707-467-2855	
Ken Ronk	Airport Assistant	707-467-2853	
Tim Eriksen	Director/City Engineer (Public Works)	707-463-6280	
Rick Seanor	Deputy Director (Public Works)	707-463-6296	

Additional points of contact will be provided at the Preconstruction Meeting.

4.9.2 Notices To Airmen (NOTAM)

Only the City may initiate or cancel a NOTAM on Airport conditions and is the only entity that can close or open a runway. Points of contact for issuing NOTAMs are as follows:

- Main Contact: Greg Owen – 707-467-2855
- Alternate Contact: Ken Ronk – 707-467-2853

4.9.3 Emergency Contact Information

- Emergency – Dial 911
- Airports Operations – 707-463-6200
- City of Ukiah Police Department – 707-463-6262
- Ukiah Valley Fire Authority – 707-462-7921
- Adventist Health Ukiah Valley (Hospital) – 707-462-3111
- California Poison Center – 1-(800)-222-1222

4.9.4 Coordination with Emergency Services Personnel

The proposed Project does not deactivate waterlines or hydrants, and the Airport will be closed to operations during construction. Emergency personnel will be briefed by the City as to the construction schedule. If additional notification of emergency personnel is required, the Contractor may contact the City.

4.9.5 Notification of the FAA

4.9.5.1 Part 77

The Project will not affect navigable airspace while runway(s) are open; therefore, the City will not be required to submit an FAA Form 7460-1, *Notice of Proposed Construction or Alteration*, for a

specific element. The City will, however, submit Form 7460-1 for the proposed critical construction equipment within the Project work areas when the runways are open. Any equipment (cranes, graders, other equipment) used by the Contractor that exceeds the height limitation in Section 4.18, *Other Limitations on Construction*, must also have a Form 7460-1 airspace evaluation and determination prior to use.

4.9.5.2 Airport Owned/FAA Maintained NAVAIDS

For construction operations that will require a shutdown of more than 24 hours or more than 4 hours on consecutive days of a NAVAID owned by the Airport but maintained by the FAA, Contractor will coordinate with the Airport to provide a 45-day minimum notice to FAA ATO/Technical Operations prior to facility shutdown.

4.9.5.3 FAA Owned NAVAIDS

The City must notify the appropriate FAA ATO Service Area Planning and Requirements (P&R) Group a minimum of 45 days prior to implementing an event that causes impacts to NAVAIDS. Impacts to FAA equipment covered by a Reimbursable Agreement (RA) do not have to be reported by the Airport Operator. The City must coordinate work for an FAA owned NAVAID shutdown with the local FAA ATO/Technical Operations office including any necessary reimbursable agreements and flight checks. In the event of an unanticipated utility outage or cable cuts that impact FAA NAVAIDS, contact the Airport Manager immediately.

4.10 INSPECTION REQUIREMENTS

4.10.1 Daily Inspections

Inspections should be conducted by the Contractor at least daily, but more frequently if necessary, to ensure conformance with the CSPP. Special attention will be given to areas shared by construction traffic and air traffic. These areas will be maintained in accordance with Section 4.7, *Foreign Object Debris Management*. The City will have the final authority in determining if the area is suitable for aircraft use.

4.10.2 Final Inspections

A final inspection will be conducted by the City prior to the commissioning of any construction-impacted areas open to air traffic. The City will have the final authority in determining if the area is suitable for aircraft use. A Daily Safety Inspection Checklist that may be used by the Contractor or City is included as *Attachment 4*.

4.11 UNDERGROUND UTILITIES AND NOTIFICATION RESPONSIBILITIES

Contractor must notify the Underground Service Alert (California Northern) by calling either 8-1-1 or 1-800-227-2600 (www.usanorth.org) and any other owners of underground utilities within the construction area or within affected public rights-of-way or easements in advance of the commencement of excavation activities. Also, the Contractor must notify the City when the call is being initiated so the City can provide information to Airport utilities as well.

Contractor will not cross electrical or communication cables unless protected by approved means. In the event of interruption to field-located utility services as a result of the work, promptly notify the City first and then the proper authority. Cooperate with said authority in restoring service as promptly as possible. If required, the Contractor will install suitable temporary service until permanent repair is completed.

4.12 PENALTIES

The Contractor is responsible for maintaining security during construction as detailed herein. The Airport is subject to fines up to \$20,000 for security violations. The Contractor will be responsible for any fines caused by his failure to observe the security requirements contained herein or required by the SPCD. Violations will be cause for the Project to be stopped and Project safety procedures evaluated. Contractor working days will continue to be charged, even if the City ceases construction operations. The City will decide if and when work will continue. Enforcement of these regulations will be by the City, Police, and/or Airport Operations Staff.

4.13 SPECIAL CONDITIONS, SAFETY ADHERENCE

During construction, the Airport Contractor must be aware of the following conditions and required actions.

- a) An aircraft in distress may require the Contractor to immediately move equipment away from an aircraft movement area. The City will notify the Contractor in the unlikely event of an aircraft in distress. The Contractor will be required to comply with all City instructions.
- b) Various circumstances, such as an aircraft accident, security breach, or other unforeseen events may require suspension of the construction. The City will notify the Contractor when suspension of the work will be required. See Section 4.9, *Notification of Construction Activities*, for emergency contact information.
- c) A VPD (vehicle / pedestrian deviation) is any entry or movement on the movement area by a vehicle or pedestrian that has not been authorized by ATC. In the event of a VPD, the City reserves the right to suspend the work or any portion thereof and continue suspension until the completion of any investigation or evaluation by the City and full compliance with any corrective measures which the City may reasonably require. In addition, the City may require the Contractor to provide to the City a written plan, satisfactory to the City, to demonstrate the Contractor's ability to prevent future violations. See Section 4.5, *Contractor Access*, for vehicle and pedestrian operations and two-way radio communication requirements.

4.14 RUNWAY AND TAXIWAY VISUAL AIDS

4.14.1 Temporary Signs or Visual NAVAIDs

The nature of this construction Project and the duration of the closures will not require the addition of temporary lighting, signs, or visual NAVAIDs to be incorporated into this Project.

4.14.2 Lighting

4.14.2.1 Temporarily Closed Taxiways

The taxiway lights will be disabled by the Airport for the duration of the taxiway closure.

4.14.2.2 Temporarily Closed Runways

The runway lights will be disabled by the Airport for the duration of the runway closure.

4.14.3 Airfield Signs

4.14.3.1 Temporarily Closed Taxiways

Taxiway airfield signs will be disabled by the Airport for the duration of the closure.

4.14.3.2 Temporarily Closed Runways

Runway airfield signs will be disabled by the Airport for the duration of the closure.

4.15 MARKING AND SIGNS FOR ACCESS ROUTES

The Contractor will place traffic control signs and/or devices as appropriate to advise the Airport users of construction operations and hauling. Signs and/or devices will conform to the California Manual on Uniform Traffic Control Devices (CAMUTCD), Current Edition.

4.16 HAZARD MARKING AND LIGHTING

- a) Before starting work, provide and have available all signs, barricades, closure crosses, and lights necessary for protection of the work. Install and maintain adequate warning signs and lighted barricades to protect property and personnel in the work area. Barricades will be weighted or anchored to prevent overturning from wind or aircraft engine blast.
- b) Barricades are not permitted in any active safety area. Barricades located within a runway or taxiway object free area and/or on aprons must be as low as possible to the ground and no more than 18 inches high, exclusive of supplementary lights. The Contractor will provide low-level barricades marked with diagonal, alternating orange and white stripes to separate all construction/maintenance areas from the movement areas listed above. For the barricades, the Contractor will provide red omni-directional flashers (2 per barricade) and an orange vinyl flag. Low-level barricades will be spaced a maximum of 5 feet apart unless directed otherwise by the City.
- c) Runway closure markers will be placed on runways whenever the runway is closed.
- d) The Contractor will have a person on call 24 hours a day for emergency maintenance of Airport hazard lighting and barricades. The Contractor must file the contact person's information with the City. Lighting will be checked for proper operation at least once per day, preferably at dusk.
- e) Open trenches, excavations, or obstructions not being actively worked will be marked with lighted and weighted barricades that can be seen from a reasonable distance.
- f) Stakes will be used to delineate restricted areas as shown on the Drawings. Stakes will be wooden lath with a minimum 1 foot buried in the ground and 3 feet exposed above ground. The top one foot above ground will be painted fluorescent orange. No stakes are to be placed within the delineated wetlands areas.

4.17 PROTECTION OF RUNWAY AND TAXIWAY CRITICAL AREAS

4.17.1 Runway Safety Area (RSA)

This Project will require construction within the existing RSA. Construction personnel are not permitted to be within the RSA unless the runway is closed. The dimension for the Runway 15-33 RSA is 75 feet on each side of centerline and 300 feet beyond each runway end. The ground surface within the RSA will not have edges exceeding 3 inches or slopes greater than 5 percent unless the runway is closed.

4.17.2 Runway Object Free Area (ROFA)

This Project will require construction within the existing ROFA. Construction personnel are not permitted to be within the ROFA unless the runway is closed, or they are escorted by City personnel. The dimensions for the Runway 15-33 ROFA are 250 feet on each side of centerline. The ROFA length beyond the runway end is 300 feet.

4.17.3 Taxiway Safety Area (TSA)

No construction may occur in the TSA while the taxiway is open to aircraft operations, unless otherwise specified. Open trenches or excavations are not permitted within the TSA while the

taxiway is open. If possible, trenches should be backfilled before the taxiway is opened. If the taxiway must be opened before excavations are backfilled, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operations of the heaviest aircraft operating on the taxiway across the trench without damage to the aircraft. Contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the City, and light them with red lights during hours of restricted visibility or darkness. The ground surface within the TSA will not have edges exceeding 3 inches or slopes greater than 5 percent unless the taxiway is closed. Soil erosion must be controlled to maintain TSA standards, that is, the TSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and be capable, under dry conditions, of supporting the occasional passage of aircraft without causing structural damage to the aircraft. The TSA for all taxiways is 79 feet in width.

4.17.4 Taxiway Object Free Area (TOFA)

No construction will be allowed within the TOFA while the taxiway is open to aircraft operations. The TOFA is 98 feet in width.

4.17.5 Obstacle Free Zone (OFZ)

Personnel, material, and/or equipment may not penetrate the OFZ while the runway is open to aircraft operations. The dimension for Runway 15-33 OFZ is 200 feet on each side of centerline and 200 feet beyond each runway end.

4.17.6 Runway Approach/Departure Surfaces

When the runway is open, all personnel, material, and/or equipment must remain clear of the threshold siting surfaces (approach and departure surfaces).

4.17.6.1 Affected Approach Surface

The approach surfaces for Runway 15-33 will be unaffected by construction when the runways are open.

4.17.6.2 Affected Departure Surface

The departure surfaces for Runway 15-33 will be unaffected by construction when the runways are open.

4.18 OTHER LIMITATIONS ON CONSTRUCTION

4.18.1 Prohibitions

- a) Open flame welding or torches are prohibited unless fire safety precautions are provided, and the City has approved their use.
- b) Electrical blasting caps are prohibited on or within 1,000 feet of the Airport property.
- c) The use of flare pots is prohibited within the AOA.
- d) No smoking will be allowed within the airfield environment except as designated by the City.

4.18.2 Restrictions, Equipment

- a) Construction equipment that extends 15 feet or more above ground level will be cleared through the City prior to moving onto site. Equipment that may be lowered readily will be lowered at night, during reduced daytime visibility, and during other periods of storage to comply with the 15-foot height limitation.

- b) If directed by the City, construction equipment that cannot be lowered below the 15-foot height limitation will be lighted at night and during periods of reduced daytime visibility. The light will be mounted on the highest point of equipment, will be omni-directional, and will consist of, at a minimum, one 100-watt bulb enclosed within an aviation red lens. Also, for daytime operations, mount an FAA-approved, 3-foot square, orange and white checkered flag at the highest point.
- c) During daylight hours with severe visibility problems or heavy fog, cranes will not operate. The City will determine when visibility problems exist and will coordinate and designate requirements for position and location of flag and light.

4.19 SAFETY PLAN COMPLIANCE DOCUMENT (SPCD), INFORMATION

The SPCD will detail how the Contractor will comply with the CSPP. This will include all Project-specific Construction Safety Plan details not included in the CSPP, including construction equipment heights, any applicable hazard management requirements, and contact information for the Contractor's safety management staff responsible for monitoring the CSPP and SPCD during construction. The SPCD will be an attachment to and enhancement of the Project CSPP. See *Attachment 2* for an example of the SPCD.

The SPCD must include a statement that the Contractor understands the operational safety requirements of the CSPP and an assertion that the Contractor will not deviate from the approved CSPP and SPCD without written approval from the City. Any construction operation, activity, or practice proposed by the Contractor that does not conform to the CSPP and SPCD will require a revision to those documents. The revised CSPP and SPCD must be submitted to City for review and approval prior to performing any activities that are not in compliance with a previously approved CSPP.

Copies of the approved CSPP and SPCD must be available on-site at all times. The Contractor will ensure all construction personnel are familiar with safety procedures and regulations applicable to construction on the Airport. At least one of the Contractor's safety management staff must be on-site whenever active construction is ongoing to act as point of contact and immediate response coordinator to correct any construction-related activity that may adversely affect operational safety of the Airport.

Prepared and submitted by:

MEAD & HUNT, Inc.

Doug Asche, PE
Project Manager

ATTACHMENTS

Attachment 1- Project Plan Sheets

Refer to Project Plan Set

Attachment 2 – Safety Plan Compliance Document

**CONTRACTOR'S
SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)
(AC 150/5370-2G)**

Project Information

Airport and Sponsor: City of Ukiah
Project ID: FAA AIP No.: 03-06-0268-0XX-2019
Description of Project: Ukiah Municipal Airport Runway 15-33 Rehabilitation, Phase 2
Type of Work: Runway/Taxiway Lighting Replacement and Relocation, New PAPI/REIL Construction
FAA Project Manager: _____ Phone: _____
Airport Operator Contact: _____ Phone: _____

Contractor's Information

Prime Contractor: _____
Address: _____
Contractor Contact: _____ Phone: _____

Contractor's Responsibility

In accordance with Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5370-2G, *Operational Safety on Airports During Construction*, a SPCD for a project must be submitted to the FAA and to the Airport Operator for review and approval prior to the issuance of a Notice-to-Proceed for Construction. The SPCD will be prepared in a detailed written and graphical format that identifies the timing and methodology for the Contractor's compliance with the project's Construction Safety and Phasing Plan (CSPP).

1.3.2 The Contractor will comply with all provisions contained herein and provide the following project-specific complementary and supplemental information to the FAA-approved Construction Safety and Phasing Plan:

1. Contractor will have copies of the CSPP and SPCD available at all times for reference by the Airport Operator and its representatives, and by Contractor's and subcontractor's employees.

Location(s) of CSPP and SPCD: _____

2. Provide contact information for the person responsible for initiating and coordinating an immediate response to correct any construction-related activity that may adversely affect the operational safety of the Airport. Project will require 24-hour coverage.

Point of Contact: _____ Phone: _____

3. Provide list of Contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD whenever active construction is ongoing.

Contact Person: _____ Phone: _____

Contact Person: _____ Phone: _____

Contact Person: _____ Phone: _____

Contact Person: _____ Phone: _____

4. Contractor will conduct inspections at least once daily, and more frequently if necessary, to ensure construction personnel comply with the CSPP and SPCD and that there are no altered construction

activities that could create potential safety hazards. **A Construction Project Daily Safety Inspection Checklist is attached.**

5. Describe details of Contractor's plan to restrict movement of construction vehicles and personnel to permitted construction areas by flagging, barricading, erecting temporary fencing, or providing escorts, as appropriate and as specified in the CSPP. Include the appropriate plan sheets to identify timing and/or location of control measures: **[Contractor to insert detailed description.]**
6. Describe details of Contractor's plan to ensure that no employees of Contractor, subcontractors, suppliers, or other persons enter any part of the Air Operations Area (AOA) unless authorized. **[Contractor to insert detailed description.]**
7. Provide a description and schedule of anticipated operation for all Contractor equipment over 15 feet in height (e.g. cranes, concrete pumps, other similarly tall equipment) and heights of stockpiles and haul routes when different from what is shown on previously filed CSPP. **[Contractor to insert detailed equipment list/stockpile heights as applicable.]**

(As necessary, the Contractor must coordinate with the Airport Operator for the purpose of filing a supplemental submittal of FAA Form 7460-1 to the FAA for determination of whether or not an aeronautical study must be conducted prior to allowing tall equipment operations to begin.)

8. Provide a description of Contractor's plan to ensure that construction personnel are familiar with the safety procedures and regulations on the Airport, the CSPP, and the SPCD. **[Contractor to insert detailed description.]**

SPCD Amendment

The SPCD will be amended when there is a construction practice proposed by the Contractor that does not conform to the CSPP and SPCD and may impact the Airport's operational safety. This will require a revision to the CSPP and SPCD and re-coordination with the Airport Operator and the FAA in advance.

Statement of Certification

I certify that we understand the operational safety requirements of the CSPP and assert that we will not deviate from the approved CSPP and SPCD unless written approval is granted by the Airport Operator and FAA.

Print Name: _____ Title: _____

Signature: _____ Date: _____

Attachment 3 – Definition of Terms



APPENDIX C. TERMS AND ACRONYMS**Table B-1. Terms and Acronyms**

Term	Definition
Form 7460-1	Notice of Proposed Construction or Alteration. For on-airport projects, the form submitted to the FAA regional or airports division office as formal written notification of any kind of construction or alteration of objects that affect navigable airspace, as defined in 14 CFR Part 77, <i>Safe, Efficient Use, and Preservation of the Navigable Airspace</i> . (See guidance available on the FAA web site at https://oeaaa.faa.gov .) The form may be downloaded at http://www.faa.gov/airports/resources/forms/ , or filed electronically at: https://oeaaa.faa.gov .
Form 7480-1	Notice of Landing Area Proposal. Form submitted to the FAA Airports Regional Division Office or Airports District Office as formal written notification whenever a project without an airport layout plan on file with the FAA involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport. The form may be downloaded at http://www.faa.gov/airports/resources/forms/ .
Form 6000-26	Airport Sponsor Strategic Event Submission Form
AC	Advisory Circular
ACSI	Airport Certification Safety Inspector
ADG	Airplane Design Group
AIP	Airport Improvement Program
ALECP	Airport Lighting Equipment Certification Program
ANG	Air National Guard
AOA	Air Operations Area, as defined in 14 CFR Part 107. Means a portion of an airport, specified in the airport security program, in which security measures are carried out. This area includes aircraft movement areas, aircraft parking areas, loading ramps, and safety areas, and any adjacent areas (such as general aviation areas) that are not separated by adequate security systems, measures, or procedures. This area does not include the secured area of the airport terminal building.
ARFF	Aircraft Rescue and Fire Fighting
ARP	FAA Office of Airports
ASDA	Accelerate-Stop Distance Available
AT	Air Traffic
ATCT	Airport Traffic Control Tower
ATIS	Automatic Terminal Information Service
ATO	Air Traffic Organization
Certificated Airport	An airport that has been issued an Airport Operating Certificate by the FAA under

Term	Definition
	the authority of 14 CFR Part 139, <i>Certification of Airports</i> .
CFR	Code of Federal Regulations
Construction	The presence of construction-related personnel, equipment, and materials in any location that could infringe upon the movement of aircraft.
CSPP	Construction Safety and Phasing Plan. The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
CTAF	Common Traffic Advisory Frequency
Displaced Threshold	A threshold that is located at a point on the runway other than the designated beginning of the runway. The portion of pavement behind a displaced threshold is available for takeoffs in either direction or landing from the opposite direction.
DOT	Department of Transportation
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FOD	Foreign Object Debris/Damage
FSS	Flight Service Station
GA	General Aviation
HAZMAT	Hazardous Materials
HMA	Hot Mix Asphalt
IAP	Instrument Approach Procedures
IFR	Instrument Flight Rules
ILS	Instrument Landing System
LDA	Landing Distance Available
LOC	Localizer antenna array
Movement Area	The runways, taxiways, and other areas of an airport that are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading aprons and aircraft parking areas (reference 14 CFR Part 139).
MSDS	Material Safety Data Sheet
MUTCD	Manual on Uniform Traffic Control Devices
NAVAID	Navigation Aid
NAVAID Critical Area	An area of defined shape and size associated with a NAVAID that must remain clear and graded to avoid interference with the electronic signal.
Non-Movement Area	The area inside the airport security fence exclusive of the Movement Area. It is important to note that the non-movement area includes pavement traversed by aircraft.

Term	Definition
NOTAM	Notices to Airmen
Obstruction	Any object/obstacle exceeding the obstruction standards specified by 14 CFR Part 77, subpart C.
OCC	Operations Control Center
OE / AAA	Obstruction Evaluation / Airport Airspace Analysis
OFA	Object Free Area. An area on the ground centered on the runway, taxiway, or taxi lane centerline provided to enhance safety of aircraft operations by having the area free of objects except for those objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes. (See AC 150/5300-13 for additional guidance on OFA standards and wingtip clearance criteria.)
OFZ	Obstacle Free Zone. The airspace below 150 ft (45 m) above the established airport elevation and along the runway and extended runway centerline that is required to be clear of all objects, except for frangible visual NAVAIDs that need to be located in the OFZ because of their function, in order to provide clearance protection for aircraft landing or taking off from the runway and for missed approaches. The OFZ is subdivided as follows: Runway OFZ, Inner Approach OFZ, Inner Transitional OFZ, and Precision OFZ. Refer to AC 150/5300-13 for guidance on OFZ.
OSHA	Occupational Safety and Health Administration
OTS	Out of Service
P&R	Planning and Requirements Group
NPI	NAS Planning & Integration
PAPI	Precision Approach Path Indicator
PFC	Passenger Facility Charge
PLASI	Pulse Light Approach Slope Indicator
Project Proposal Summary	A clear and concise description of the proposed project or change that is the object of Safety Risk Management.
RA	Reimbursable Agreement
RE	Resident Engineer
REIL	Runway End Identifier Lights
RNAV	Area Navigation
ROFA	Runway Object Free Area
RSA	Runway Safety Area. A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway, in accordance with AC 150/5300-13 .
SDS	Safety Data Sheet
SIDA	Security Identification Display Area
SMS	Safety Management System

Term	Definition
SPCD	Safety Plan Compliance Document. Details developed and submitted by a contractor to the airport operator for approval providing details on how the performance of a construction project will comply with the CSPP.
SRM	Safety Risk Management
SSC	System Support Center
Taxiway Safety Area	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway, in accordance with <u>AC 150/5300-13</u> .
TDG	Taxiway Design Group
Temporary	Any condition that is not intended to be permanent.
Temporary Runway End	The beginning of that portion of the runway available for landing and taking off in one direction, and for landing in the other direction. Note the difference from a displaced threshold.
Threshold	The beginning of that portion of the runway available for landing. In some instances, the landing threshold may be displaced.
TODA	Takeoff Distance Available
TOFA	Taxiway Object Free Area
TORA	Takeoff Run Available. The length of the runway less any length of runway unavailable and/or unsuitable for takeoff run computations. See <u>AC 150/5300-13</u> for guidance on declared distances.
TSA	Taxiway Safety Area, or Transportation Security Administration
UNICOM	A radio communications system of a type used at small airports.
VASI	Visual Approach Slope Indicator
VGSI	Visual Glide Slope Indicator. A device that provides a visual glide slope indicator to landing pilots. These systems include precision approach path indicator (PAPI), visual approach slope indicator (VASI), and pulse light approach slope indicator (PLASI).
VFR	Visual Flight Rules
VOR	Very High Frequency Omnidirectional Radio Range
VPD	Vehicle / Pedestrian Deviation

Attachment 4 – Daily Safety Inspection Checklist



APPENDIX D. CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the airport operator or contractor may use to aid in identifying and correcting potentially hazardous conditions. It should be customized as appropriate for each project including information such as the date, time and name of the person conducting the inspection.

Table D-1. Potentially Hazardous Conditions

Item	Action Required (Describe)	No Action Required (Check)
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.		
Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.		
Runway resurfacing projects resulting in lips exceeding 3 inch (7.6 cm) from pavement edges and ends.		
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.		
Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.		
Tall and especially relatively low visibility units (that is, equipment with slim profiles) — cranes, drills, and similar objects — located in critical areas, such as OFZ and		

Item	Action Required (Describe)	No Action Required (Check)
approach zones.		
Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxi lane or in a related safety, approach, or departure area.		
Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.		
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.		
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.		
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.		
Obliterated or faded temporary markings on active operational areas.		
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.		

Item	Action Required (Describe)	No Action Required (Check)
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.		
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.		
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.		
Lack of radio communications with construction vehicles in airport movement areas.		
Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.		
Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.		
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.		
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).		

Item	Action Required (Describe)	No Action Required (Check)
Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.		
Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.		
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.		
Site burning, which can cause possible obscuration.		
Construction work taking place outside of designated work areas and out of phase.		

Section 13.03

FAA Standard Specifications for Construction of Airports (Advisory Circular 150-5370-10H)

PART 1

FAA General Contract Provisions

Part 1 – General Contract Provisions

Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

Paragraph Number	Term	Definition
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Contract	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

Paragraph Number	Term	Definition
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.

Paragraph Number	Term	Definition
10-30	Force Account	a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. b. Owner Force Account - Work performed for the project by the Owner's employees.
10-31	Intention of Terms	Whenever, in these specifications or on the plans, the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

Paragraph Number	Term	Definition
10-37	Owner	The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is the City of Ukiah.
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner’s responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor’s responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.

Paragraph Number	Term	Definition
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

Paragraph Number	Term	Definition
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.

Paragraph Number	Term	Definition
10-66	Owner Defined terms	None.

END OF SECTION 10

Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders). The Advertisement is included in the front of this Special Provisions 'Book' and has been published at such places and at such times as required by local law or ordinances and is made a part of the "Contract Documents."

The Bid Advertisement provides the following information for Bidders:

- time and place for submitting sealed proposals;
- description of the proposed work;
- instructions about obtaining proposal forms, plans, and specifications;
- pre-bid meeting information
- Contractor's requirements (license, registration, etc);
- required Federal Provisions solicitation language;
- the proposal guaranty required; and
- the Owner's right to reject any and all bids.

20-02 Qualification of bidders. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 Contents of proposal forms. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to 10 percent of the total project cost.

A non-mandatory prebid conference will be held for this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. The prebid conference will be held as specified in the Bid Advertisement.

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.

c. Documented record of Contractor default under previous contracts with the Owner.

d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from their own examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

20-07 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern. Prices should be written in whole dollars and cents. The extended total amount of each item should not be rounded.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner, as specified in these Special Provisions (see Advertisement).

20-11 Delivery of proposal. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-12 Withdrawal or revision of proposals. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner by email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 Disqualification of bidders. A bidder shall be considered disqualified for any of the following reasons:

- a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to

the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than **7** days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

Section 30 Award and Execution of Contract

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within 120 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of

this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

Section 40 Scope of Work

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

- b.** Remove such material from the site, upon written approval of the RPR; or
- c.** Use such material for the Contractor's own temporary construction on site; or,
- d.** Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

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Section 50 Control of Work

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions.

ORDER OF PRECEDENCE

- 1. Permits issued by jurisdictional regulatory agencies**
- 2. Change Orders**
- 3. Contract/Agreement**
- 4. Addenda**
- 5. Bid/proposal**
- 6. Project-Specific Requirements for Airport Construction**
 - a. Special Provisions for Airport Construction, Section 13 (Part 1)**
 - b. Construction Safety and Phasing Plan, Section 13 (Part 2)**
- 7. Technical Specifications, Section 13-03 - Parts 2-13 and Section 13.04 Electrical Specs**
- 8. Project Plans**
- 9. FAA General Contract Provisions, Section 13-03 – Part 1**
- 10. City General Conditions**
- 11. Standard Plans**
- 12. Standard Specifications**
- 13. Reference Specifications**

50-05 Cooperation of Contractor. The Contractor shall be supplied with two hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): electronic and hard copy, as coordinated with the RPR.

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

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Section 60 Control of Materials

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

The Contractor shall employ a Quality Control (QC) testing organization to perform all Contractor required QC tests in accordance with Item C-100 Contractor Quality Control Program (CQCP).

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by “brand name or equal” and the Contractor elects to furnish the specified “or equal,” the Contractor shall be required to furnish the manufacturer’s certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed “or equal” is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

- a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. An Engineer/RPR field office is not required.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor’s plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner’s permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

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Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows: None.

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet G-081 of the project plans.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such “phasing” of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor’s responsibility for work. Until the RPR’s final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor’s responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

- FAA Air Traffic Organization (ATO)/ Technical Operations/System Support Center (SSC)
- Greg Owen, Airport Manager, 707-467-2855
- Airport Emergency Telephone No. 707-463-6200

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-15.1 FAA facilities and cable runs. The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the Owner a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

d. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or

supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. See “*INSURANCE REQUIREMENTS FOR CONTRACTORS*” Section 5.

END OF SECTION 70

Section 80 Execution and Progress

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least 50 percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 10 days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or another format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall

show all work items identified in the project proposal for each work area and shall include the project start date and end date.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

- Portions of Taxiway A and adjacent apron area

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in contract.

Refer to the Project Specific Requirements for Airport Construction, Part 1, Special Provisions for Airport Construction for Construction time allowed and liquidated damages.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

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Section 90 Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

Term	Description
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted. In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.

Term	Description
	In the event inspection reveals the scales have been under-weighting (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

a. From the total of the amount determined to be payable on a partial payment, 5% percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-03. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost,

whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.
- b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturer's warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

PART 2

FAA General Construction Items

Item C-100 Contractor Quality Control Program (CQCP)

100-1 General. Quality is more than test results. Quality is the combination of proper materials, testing, workmanship, equipment, inspection, and documentation of the project. Establishing and maintaining a culture of quality is key to achieving a quality project. The Contractor shall establish, provide, and maintain an effective Contractor Quality Control Program (CQCP) that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The Contractor shall establish a CQCP that will:

- a. Provide qualified personnel to develop and implement the CQCP.
- b. Provide for the production of acceptable quality materials.
- c. Provide sufficient information to assure that the specification requirements can be met.
- d. Document the CQCP process.

The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the CQCP has been reviewed and approved by the Resident Project Representative (RPR). No partial payment will be made for materials subject to specific quality control (QC) requirements until the CQCP has been reviewed and approved.

The QC requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the quality assurance (QA) testing requirements. QA testing requirements are the responsibility of the RPR or Contractor as specified in the specifications.

A Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Resident Project Representative (RPR), Contractor, subcontractors, testing laboratories, and Owner's representative must be held prior to start of construction. The QC/QA workshop will be facilitated by the Contractor. The Contractor shall coordinate with the Airport and the RPR on time and location of the QC/QA workshop. Items to be addressed, at a minimum, will include:

- a. Review of the CQCP including submittals, QC Testing, Action & Suspension Limits for Production, Corrective Action Plans, Distribution of QC reports, and Control Charts.
- b. Discussion of the QA program.
- c. Discussion of the QC and QA Organization and authority including coordination and information exchange between QC and QA.
- d. Establish regular meetings to discuss control of materials, methods and testing.
- e. Establishment of the overall QC culture.

100-2 Description of program.

a. General description. The Contractor shall establish a CQCP to perform QC inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. The CQCP shall ensure conformance to applicable specifications and plans with respect to materials, off-site fabrication, workmanship, construction, finish, and functional performance. The CQCP shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of QC.

b. Contractor Quality Control Program (CQCP). The Contractor shall describe the CQCP in a written document that shall be reviewed and approved by the RPR prior to the start of any production, construction, or off-site fabrication. The written CQCP shall be submitted to the RPR for review and approval at least 10 calendar days before the CQCP Workshop. The Contractor's CQCP and QC testing laboratory must be approved in writing by the RPR prior to the Notice to Proceed (NTP).

The CQCP shall be organized to address, as a minimum, the following:

1. QC organization and resumes of key staff
2. Project progress schedule
3. Submittals schedule
4. Inspection requirements
5. QC testing plan
6. Documentation of QC activities and distribution of QC reports
7. Requirements for corrective action when QC and/or QA acceptance criteria are not met
8. Material quality and construction means and methods. Address all elements applicable to the project that affect the quality of the pavement structure including subgrade, subbase, base, and surface course. Some elements that must be addressed include, but is not limited to mix design, aggregate grading, stockpile management, mixing and transporting, placing and finishing, quality control testing and inspection, smoothness, laydown plan, equipment, and temperature management plan.

The Contractor must add any additional elements to the CQCP that is necessary to adequately control all production and/or construction processes required by this contract.

100-3 CQCP organization. The CQCP shall be implemented by the establishment of a QC organization. An organizational chart shall be developed to show all QC personnel, their authority, and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all QC staff by name and function, and shall indicate the total staff required to implement all elements of the CQCP, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the CQCP, the personnel assigned shall be subject to the qualification requirements of paragraphs 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The QC organization shall, as a minimum, consist of the following personnel:

a. Program Administrator. The Contractor Quality Control Program Administrator (CQCPA) must be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The CQCPA must have a minimum of five (5) years of experience in QC pavement construction with prior QC experience on a project of comparable size and scope as the contract.

Included in the five (5) years of paving/QC experience, the CQCPA must meet at least one of the following requirements:

- (1) Professional Engineer with one (1) year of airport paving experience.
- (2) Engineer-in-training with two (2) years of airport paving experience.
- (3) National Institute for Certification in Engineering Technologies (NICET) Civil Engineering Technology Level IV with three (3) years of airport paving experience.

(4) An individual with four (4) years of airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

The CQCPA must have full authority to institute any and all actions necessary for the successful implementation of the CQCP to ensure compliance with the contract plans and technical specifications. The CQCPA authority must include the ability to immediately stop production until materials and/or processes are in compliance with contract specifications. The CQCPA must report directly to a principal officer of the construction firm. The CQCPA may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

b. QC technicians. A sufficient number of QC technicians necessary to adequately implement the CQCP must be provided. These personnel must be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II in Civil Engineering Technology or higher, and shall have a minimum of two (2) years of experience in their area of expertise.

The QC technicians must report directly to the CQCPA and shall perform the following functions:

- (1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by paragraph 100-6.
- (2) Performance of all QC tests as required by the technical specifications and paragraph 100-8.
- (3) Performance of tests for the RPR when required by the technical specifications.

Certification at an equivalent level of qualification and experience by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. Staffing levels. The Contractor shall provide sufficient qualified QC personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The CQCP shall state where different technicians will be required for different work elements.

100-4 Project progress schedule. Critical QC activities must be shown on the project schedule as required by Section 80, paragraph 80-03, *Execution and Progress*.

100-5 Submittals schedule. The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include as a minimum:

- a. Specification item number
- b. Item description
- c. Description of submittal
- d. Specification paragraph requiring submittal
- e. Scheduled date of submittal

100-6 Inspection requirements. QC inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by paragraph 100-9.

Inspections shall be performed as needed to ensure continuing compliance with contract requirements until completion of the particular feature of work. Inspections shall include the following minimum requirements:

a. During plant operation for material production, QC test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The CQCP shall detail how these and other QC functions will be accomplished and used.

b. During field operations, QC test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The CQCP shall document how these and other QC functions will be accomplished and used.

100-7 Contractor QC testing facility.

a. For projects that include Item P-401, Item P-403, and Item P-404, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM D3666, *Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials*:

8.1.3 Equipment Calibration and Checks;

8.1.9 Equipment Calibration, Standardization, and Check Records;

8.1.12 Test Methods and Procedures

b. For projects that include P-501, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM C1077, *Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation*:

7 Test Methods and Procedures

8 Facilities, Equipment, and Supplemental Procedures

100-8 QC testing plan. As a part of the overall CQCP, the Contractor shall implement a QC testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional QC tests that the Contractor deems necessary to adequately control production and/or construction processes.

The QC testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- a. Specification item number (e.g., P-401)
- b. Item description (e.g., Hot Mix Asphalt Pavements)
- c. Test type (e.g., gradation, grade, asphalt content)
- d. Test standard (e.g., ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)
- e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated)
- f. Responsibility (e.g., plant technician)
- g. Control requirements (e.g., target, permissible deviations)

The QC testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The RPR shall be provided the opportunity to witness QC sampling and testing.

All QC test results shall be documented by the Contractor as required by paragraph 100-9.

100-9 Documentation. The Contractor shall maintain current QC records of all inspections and tests performed. These records shall include factual evidence that the required QC inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the RPR daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the CQCPA.

Contractor QC records required for the contract shall include, but are not necessarily limited to, the following records:

a. Daily inspection reports. Each Contractor QC technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous QC inspections have been performed and shall, as a minimum, include the following:

- (1) Technical specification item number and description
- (2) Compliance with approved submittals
- (3) Proper storage of materials and equipment
- (4) Proper operation of all equipment
- (5) Adherence to plans and technical specifications
- (6) Summary of any necessary corrective actions
- (7) Safety inspection.
- (8) Photographs

The daily inspection reports shall identify all QC inspections and QC tests conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible QC technician and the CQCPA. The RPR shall be provided at least one copy of each daily inspection report on the work day following the day of record. When QC inspection and test results are recorded and transmitted electronically, the results must be archived.

b. Daily test reports. The Contractor shall be responsible for establishing a system that will record all QC test results. Daily test reports shall document the following information:

- (1) Technical specification item number and description
- (2) Test designation
- (3) Location
- (4) Date of test
- (5) Control requirements
- (6) Test results

- (7) Causes for rejection
- (8) Recommended remedial actions
- (9) Retests

Test results from each day's work period shall be submitted to the RPR prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical QC charts. When QC daily test results are recorded and transmitted electronically, the results must be archived.

100-10 Corrective action requirements. The CQCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the CQCP as a whole, and for individual items of work contained in the technical specifications.

The CQCP shall detail how the results of QC inspections and tests will be used for determining the need for corrective action and shall contain clear rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and use statistical QC charts for individual QC tests. The requirements for corrective action shall be linked to the control charts.

100-11 Inspection and/or observations by the RPR. All items of material and equipment are subject to inspection and/or observation by the RPR at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate QC system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to inspection and/or observation by the RPR at the site for the same purpose.

Inspection and/or observations by the RPR does not relieve the Contractor of performing QC inspections of either on-site or off-site Contractor's or subcontractor's work.

100-12 Noncompliance.

a. The Resident Project Representative (RPR) will provide written notice to the Contractor of any noncompliance with their CQCP. After receipt of such notice, the Contractor must take corrective action.

b. When QC activities do not comply with either the CQCP or the contract provisions or when the Contractor fails to properly operate and maintain an effective CQCP, and no effective corrective actions have been taken after notification of non-compliance, the RPR will recommend the Owner take the following actions:

- (1) Order the Contractor to replace ineffective or unqualified QC personnel or subcontractors and/or
- (2) Order the Contractor to stop operations until appropriate corrective actions are taken.

METHOD OF MEASUREMENT

100-13 Basis of measurement and payment. No separate measurement for payment shall be made for the Contractor Quality Control Program (CQCP). CQCP shall be considered necessary and incidental to the work of this Contract.

BASIS OF PAYMENT

100-14 Payment. No payment will be made separately or directly for Contractor Quality Control Program (CQCP). CQCP shall be considered necessary and incidental to the work of this Contract.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

National Institute for Certification in Engineering Technologies (NICET)

ASTM International (ASTM)

ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials

END OF ITEM C-100

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Item C-105 Mobilization

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to 10 percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster “Equal Employment Opportunity is the Law” in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL “Notice to All Employees” Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 Engineer/RPR field office. An Engineer/RPR field office is not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for “Mobilization” partial payments will be allowed as follows:

- a. With first pay request, 50%.
- b. With second pay request, an additional 20%.
- c. With third pay request, an additional 20%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation*, the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105-6.1 Mobilization – per lump sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

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PARTS 3-13

FAA Technical Specifications

Item P-151 Clearing and Grubbing

DESCRIPTION

151-1.1 This item shall consist of clearing or clearing and grubbing, including the disposal of materials, for all areas within the limits designated on the plans or as required by the Resident Project Representative (RPR).

a. Clearing shall consist of the cutting and removal of all trees, stumps, brush, logs, hedges, the removal of fences and other loose or projecting material from the designated areas. The grubbing of stumps and roots will not be required.

b. Clearing and grubbing shall consist of clearing the surface of the ground of the designated areas of all trees, stumps, down timber, logs, snags, brush, undergrowth, hedges, heavy growth of grass or weeds, fences, structures, debris, and rubbish of any nature, natural obstructions or such material which in the opinion of the RPR is unsuitable for the foundation of strips, pavements, or other required structures, including the grubbing of stumps, roots, matted roots, foundations, and the disposal from the project of all spoil materials resulting from clearing and grubbing.

c. Tree Removal. Tree Removal shall consist of the cutting and removal of isolated single trees or isolated groups of trees, and the grubbing of stumps and roots. The removal of all the trees of this classification shall be in accordance with the requirements for the particular area being cleared.

CONSTRUCTION METHODS

151-2.1 General. The areas denoted on the plans to be cleared shall be staked on the ground by the Contractor as indicated on the plans.

The removal of existing structures and utilities required to permit orderly progress of work shall be accomplished by local agencies, unless otherwise shown on the plans. Whenever a telephone pole, pipeline, conduit, sewer, roadway, or other utility is encountered and must be removed or relocated, the Contractor shall advise the RPR who will notify the proper local authority or owner to secure prompt action.

151-2.1.1 Disposal. All materials removed by clearing or by clearing and grubbing shall be disposed of outside the Airport's limits at the Contractor's, except when otherwise directed by the RPR. As far as practicable, waste concrete and masonry shall be placed on slopes of embankments or channels. When embankments are constructed of such material, this material shall be placed in accordance with requirements for formation of embankments. Any broken concrete or masonry that cannot be used in construction and all other materials not considered suitable for use elsewhere, shall be disposed of by the Contractor. In no case, shall any discarded materials be left in windrows or piles adjacent to or within the airport limits. The manner and location of disposal of materials shall be subject to the approval of the RPR and shall not create an unsightly or objectionable view. When the Contractor is required to locate a disposal area outside the airport property limits, the Contractor shall obtain and file with the RPR permission in writing from the property owner for the use of private property for this purpose.

151-2.1.2 Blasting. Blasting shall not be allowed.

151-2.2 Clearing. The Contractor shall clear the staked or indicated area of all materials as indicated on the plans. Trees unavoidably falling outside the specified clearing limits must be cut up, removed, and disposed of in a satisfactory manner. To minimize damage to trees that are to be left standing, trees shall be felled toward the center of the area being cleared. The Contractor shall preserve and protect from

injury all trees not to be removed. The trees, stumps, and brush shall be cut flush with the original ground surface. The grubbing of stumps and roots will not be required.

Fences shall be removed and disposed of as directed by the RPR. Fence wire shall be neatly rolled and the wire and posts stored on the airport if they are to be used again, or stored at a location designated by the RPR if the fence is to remain the property of a local owner or authority.

151-2.3 Clearing and grubbing. In areas designated to be cleared and grubbed, all stumps, roots, buried logs, brush, grass, and other unsatisfactory materials as indicated on the plans, shall be removed, except where embankments exceeding 3-1/2 feet (105 cm) in depth will be constructed outside of paved areas. For embankments constructed outside of paved areas, all unsatisfactory materials shall be removed, but sound trees, stumps, and brush can be cut off flush with the original ground and allowed to remain. Tap roots and other projections over 1-1/2 inches (38 mm) in diameter shall be grubbed out to a depth of at least 18 inches (0.5 m) below the finished subgrade or slope elevation.

Any buildings and miscellaneous structures that are shown on the plans to be removed shall be demolished or removed, and all materials shall be disposed of by removal from the site. The cost of removal is incidental to this item. The remaining or existing foundations, wells, cesspools, and like structures shall be destroyed by breaking down the materials of which the foundations, wells, cesspools, etc., are built to a depth at least 2 feet (60 cm) below the existing surrounding ground. Any broken concrete, blocks, or other objectionable material that cannot be used in backfill shall be removed and disposed of at the Contractor's expense. The holes or openings shall be backfilled with acceptable material and properly compacted.

All holes in embankment areas remaining after the grubbing operation shall have the sides of the holes flattened to facilitate filling with acceptable material and compacting as required in Item P-152. The same procedure shall be applied to all holes remaining after grubbing in areas where the depth of holes exceeds the depth of the proposed excavation.

METHOD OF MEASUREMENT

151-3.1 Clearing shall be considered as incidental to other items of the work. No separate measurement for clearing shall be made.

BASIS OF PAYMENT

151-4.1 Clearing shall be considered as incidental to other items of the work. No separate payment shall be made for clearing.

END OF ITEM P-151

Item P-153 Controlled Low-Strength Material (CLSM)

DESCRIPTION

153-1.1 This item shall consist of furnishing, transporting, and placing a controlled low-strength material (CLSM) as flowable backfill in trenches or at other locations shown on the plans or as directed by the Resident Project Representative (RPR).

MATERIALS

153-2.1 Materials.

a. Cement. Cement shall conform to the requirements of ASTM C150 Type II or V.

b. Fly ash. Fly ash shall conform to ASTM C618, Class C or F.

c. Fine aggregate (sand). Fine aggregate shall conform to the requirements of ASTM C33 except for aggregate gradation. Any aggregate gradation which produces the specified performance characteristics of the CLSM and meets the following requirements, will be accepted.

Sieve Size	Percent Passing by weight
3/4 inch (19.0 mm)	100
No. 200 (75 µm)	0 - 12

d. Water. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.

MIX DESIGN

153-3.1 Proportions. The Contractor shall submit, to the RPR, a mix design including the proportions and source of aggregate, fly ash, cement, water, and approved admixtures. No CLSM mixture shall be produced for payment until the RPR has given written approval of the proportions. The proportions shall be prepared by a laboratory and shall remain in effect for the duration of the project. The proportions shall establish a single percentage or weight for aggregate, fly ash, cement, water, and any admixtures proposed. Laboratory costs are incidental to this item.

a. Compressive strength. CLSM shall be designed to achieve a 28-day compressive strength of 100 to 200 psi (690 to 1379 kPa) when tested in accordance with ASTM D4832, with no significant strength gain after 28 days.

b. Consistency. Design CLSM to achieve a consistency that will produce an approximate 8-inch (200 mm) diameter circular-type spread without segregation. CLSM consistency shall be determined per ASTM D6103.

CONSTRUCTION METHODS

153-4.1 Placement.

a. Placement. CLSM may be placed by any reasonable means from the mixing unit into the space to be filled. Agitation is required during transportation and waiting time. Placement shall be performed so structures or pipes are not displaced from their final position and intrusion of CLSM into unwanted areas is avoided. The material shall be brought up uniformly to the fill line shown on the plans or as directed by

the RPR. Each placement of CLSM shall be as continuous an operation as possible. If CLSM is placed in more than one lift, the base lift shall be free of surface water and loose foreign material prior to placement of the next lift.

b. Contractor Quality Control. The Contractor shall collect all batch tickets to verify the CLSM delivered to the project conforms to the mix design. The Contractor shall verify daily that the CLSM is consistent with 153-3.1a and 153-3.1b. Adjustments shall be made as necessary to the proportions and materials as needed. The Contractor shall provide all batch tickets to the RPR.

c. Limitations of placement. CLSM shall not be placed on frozen ground. Mixing and placing may begin when the air or ground temperature is at least 35°F (2°C) and rising. Mixing and placement shall stop when the air temperature is 40°F (4°C) and falling or when the anticipated air or ground temperature will be 35°F (2°C) or less in the 24-hour period following proposed placement. At the time of placement, CLSM shall have a temperature of at least 40°F (4°C).

153-4.2 Curing and protection

a. Curing. The air in contact with the CLSM shall be maintained at temperatures above freezing for a minimum of 72 hours. If the CLSM is subjected to temperatures below 32°F (0°C), the material may be rejected by the RPR if damage to the material is observed.

b. Protection. The CLSM shall not be subject to loads and shall remain undisturbed by construction activities for a period of 48 hours or until a compressive strength of 15 psi (105 kPa) is obtained. The Contractor shall be responsible for providing evidence to the RPR that the material has reached the desired strength. Acceptable evidence shall be based upon compressive tests made in accordance with paragraph 153-3.1a.

153-4.3 Quality Assurance (QA) Acceptance. CLSM QA acceptance shall be based upon batch tickets provided by the Contractor to the RPR to confirm that the delivered material conforms to the mix design.

METHOD OF MEASUREMENT

153-5.1 Measurement.

No separate measurement for payment shall be made for controlled low strength material (CLSM). CLSM shall be considered necessary and incidental to the work of this Contract.

BASIS OF PAYMENT

153-6.1 Payment.

No payment will be made separately or directly for controlled low strength material (CLSM). CLSM shall be considered necessary and incidental to the work of this Contract.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C33	Standard Specification for Concrete Aggregates
ASTM C150	Standard Specification for Portland Cement

ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C595	Standard Specification for Blended Hydraulic Cements
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D4832	Standard Test Method for Preparation and Testing of Controlled Low-Strength Material (CLSM) Test Cylinders
ASTM D6103	Flow Consistency of Controlled Low Strength Material (CLSM)

END OF ITEM P-153

Item P-608 Emulsified Asphalt Seal Coat

DESCRIPTION

608-1.1 This item shall consist of the application of a emulsified asphalt surface treatment composed of an emulsion of natural and refined asphalt materials, water and a polymer additive, for taxiways and runways with the application of a suitable aggregate to maintain adequate surface friction; and airfield secondary and tertiary pavements including low-speed taxiways, shoulders, overruns, roads, parking areas, and other general applications with or without aggregate applied as designated on the plans. The terms seal coat, asphalt sealer, and asphalt material are interchangeable throughout this specification. The term emulsified asphalt means an emulsion of natural and refined asphalt materials.

MATERIALS

608-2.1 Aggregate. The aggregate material shall be a dry, clean, dust and dirt free, sound, durable, angular shaped manufactured specialty sand, such as that used as an abrasive, with a Mohs hardness of 6 to 8. The Contractor shall submit the specialty sand manufacturer's technical data and a manufacturer's Certificate of Analysis (COA) indicating that the specialty sand meets the requirements of the specification to the RPR prior to start of construction. The sand must be approved for use by the RPR and shall meet the following gradation limits when tested in accordance with ASTM C136 and ASTM C117:

Aggregate Material Gradation Requirements¹

Sieve Designation (square openings)	Individual Percentage Retained by Weight
No. 10 (2.00 mm)	0
No. 14 (1.41 mm)	0-4
No. 16 (1.18 mm)	0-8
No. 20 (850 µm)	0-35
No. 30 (600 µm)	20-50
No. 40 (425 µm)	10-45
No. 50 (300 µm)	0-20
No. 70 (212 µm)	0-5
No. 100 (150 µm)	0-2
No. 200 (75 µm)	0-2

¹ Locally available sand or abrasive material that is slightly outside of the gradation requirements may be approved by the RPR with concurrence by the seal coat manufacturer for the use of locally available sand or abrasive material. The RPR and manufacturer's field representative should verify acceptance during application of Control strips indicated under paragraph 608-3.2.

The Contractor shall provide a certification showing particle size analysis and properties of the material delivered for use on the project. The Contractor's certification may be subject to verification by testing the material delivered for use on the project.

608-2.2 Asphalt Emulsion. The asphalt emulsion shall meet the properties in the following table:

Concentrated Asphalt Emulsion Properties

Properties	Specification	Limits
Viscosity, Saybolt Furol at 77°F (25°C)	ASTM D7496	20 – 100 seconds
Residue by Distillation or Evaporation	ASTM D6997 or ASTM D6934	57% minimum
Sieve Test	ASTM D6933	0.1% maximum
24-hour Stability	ASTM D6930	1% maximum
5-day Settlement Test	ASTM D6930	5.0% maximum
Particle Charge ¹	ASTM D7402	Positive 6.5 maximum pH

¹ pH may be used in lieu of the particle charge test which is sometimes inconclusive in slow setting, asphalt emulsions.

The asphalt material base residue shall contain not less than 20% gilsonite, or uintaite and shall not contain any tall oil pitch or coal tar material and shall contain no less than one percent (1%) polymer.

Tests on Residue from Distillation or Evaporation

Properties	Specification	Limits
Viscosity at 275°F (135°C)	ASTM D4402	1750 cSt maximum
Solubility in 1, 1, 1 trichloroethylene	ASTM D2042	97.5% minimum
Penetration	ASTM D5	50 dmm maximum
Asphaltenes	ASTM D2007	15% minimum
Saturates	ASTM D2007	15% maximum
Polar Compounds	ASTM D2007	25% minimum
Aromatics	ASTM D2007	15% minimum

The asphalt emulsion, when diluted in the volumetric proportion of two parts concentrated asphalt material to one part hot water shall have the following properties:

Two-to-One Dilution Emulsion Properties

Properties	Specification	Limits
In Ready-to-Apply Form, two parts concentrate to one part water, by volume		
Viscosity, Saybolt Furol at 77°F (25°C)	ASTM D7496	5 – 50 seconds
Residue by Distillation or Evaporation	ASTM D6997 or ASTM D6934	38% minimum
Pumping Stability ¹		Pass

¹ Pumping stability is tested by pumping one pint (475 ml) of seal coat diluted one (1) part concentrate to one (1) part water, at 77°F (25°C), through a 1/4-inch (6 mm) gear pump operating 1750 rpm for 10 minutes with no significant separation or coagulation.

The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the emulsified asphalt delivered to the project. If the asphalt emulsion is diluted at other than the manufacturer's facility, the Contractor shall provide a supplemental COA from an independent laboratory verifying the asphalt emulsion properties.

The COA shall be provided to and approved by the RPR before the emulsified asphalt is applied. The furnishing of the vendor's certified test report for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

The asphalt material storage and handling temperature shall be between 50°F - 160°F (10°C - 70°C) and the material shall be protected from freezing, or whenever outside temperature drops below 40°F (4°C) for prolonged time periods.

Contractor shall provide a list of airport pavement projects, exposed to similar climate conditions, where this product has been successfully applied within at least 5 years of the project.

608-2.3 Water. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use. Water used in making and diluting the emulsion shall be potable, with a maximum hardness of 90ppm calcium and 15ppm magnesium; deleterious iron, sulfates, and phosphates maximum 7ppm, and less than 1ppm of organic byproducts. Water shall be a minimum of 140°F (60°C) prior to adding to emulsion.

608-2.4 Polymer. The polymer shall meet the properties in the following table:

Polymer Properties

Properties	Limits
Solids Content	47% to 65%, Percent by Weight
Weight	8.0 to 9.0 pounds/gallon (1.07 to 1.17 kg/L)
pH	3.0 to 8.0
Particle Charge	Nonionic/Cationic
Mechanical Stability	Excellent
Film Forming Temperature, °C	+5°C, minimum
Tg, °C	22°C, maximum

The manufacturer shall provide a copy of the Certificate of Analysis (COA) for the polymer used in the seal coat; and the Contractor shall include the COA with the emulsified asphalt COA when submitting to the RPR.

608-2.5 Seal Coat with Aggregate. The Contractor shall submit friction test data from no less than one of the airport projects identified under 608-2.2. The test data must be from the same project and include technical details on application rates, aggregate rates, and point of contact at the airport to confirm use and success of sealer with aggregate.

Friction test data in accordance with AC 150/5320-12, at 40 or 60 mph (65 or 95 km/h) wet, must include as a minimum; the friction value prior to sealant application; two values, between 24 and 96 hours after application, with a minimum of 24 hours between tests; and one value between 180 days and 360 days after the application. The results of the tests between 24 and 96 hours shall indicate friction is increasing at a rate to obtain similar friction value of the pavement surface prior to application, and the long-term

test shall indicate no apparent adverse effect with time relative to friction values and existing pavement surface.

Seal coat material submittal without required friction performance will not be approved. Friction tests performed on this project cannot be used as a substitute of this requirement.

COMPOSITION AND APPLICATION RATE

608-3.1 Application Rate. The approximate amounts of materials per square yard (square meter) for the asphalt surface treatment shall be as provided in the table for the treatment area(s) at the specified dilution rate(s) as noted on the plans. The actual application rates will vary within the range specified to suit field conditions and will be recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation.

Application Rate

Dilution Rate	Quantity of Emulsion gal/yd² (l/m²)	Quantity of Aggregate lb/yd² (kg/m²)
2:1	0.08-0.17	0.20-0.50

608-3.2 Control areas and control strips. Prior to full application, the control strip must be accepted by the RPR. The surface preparation, personnel, equipment, and method of operation used on the test area(s) and control strip(s) shall be the same as used on the remainder of the work.

A qualified manufacturer's representative shall be present in the field to assist the Contractor in applying control areas and/or control strips to determine the appropriate application rate of both emulsion and aggregate to be approved by the RPR.

A test area(s) and control strip(s) shall be applied for each differing asphalt pavement surface identified in the project. The test area(s) and control strip(s) shall be used to determine the material application rate(s) of both emulsion and sand prior to full production.

a. For taxiway, taxilane and apron surfaces. Prior to full application, the Contractor shall place test areas at varying application rates as recommended by the Contractor's manufacturer's representative to determine appropriate application rate(s). The test areas will be located on representative section(s) of the pavement to receive the asphalt surface treatment designated by the RPR.

b. For runway and high-speed exit taxiway surfaces. Not used.

CONSTRUCTION METHODS

608-4.1 Worker safety. The Contractor shall obtain a Safety Data Sheet (SDS) for both the asphalt emulsion product and sand and require workmen to follow the manufacturer's recommended safety precautions.

608-4.2 Weather limitations. The asphalt emulsion shall be applied only when the existing pavement surface is dry and when the weather is not foggy, rainy, or when the wind velocity will prevent the uniform application of the material. No material shall be applied in strong winds that interfere with the uniform application of the material(s), or when dust or sand is blowing or when rain is anticipated within eight (8) hours of application completion. The atmospheric temperature and the pavement surface temperature shall both be at, or above 60°F (16°C) and rising. Seal coat shall not be applied when

pavement temperatures are expected to exceed 130°F within the subsequent 72 hours if traffic will be opened on pavement within those 72 hours. During application, account for wind drift. Cover existing buildings, structures, runway edge lights, taxiway edge lights, informational signs, retro-reflective marking and in-pavement duct markers as necessary to protect against overspray before applying the emulsion. Should emulsion get on any light or marker fixture, promptly clean the fixture. If cleaning is not satisfactory to the RPR, the Contractor shall replace any light, sign or marker with equivalent equipment at no cost to the Owner.

608-4.3 Equipment and tools. The Contractor shall furnish all equipment, tools, and machinery necessary for the performance of the work.

a. Pressure distributor. The emulsion shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the emulsion. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight (8) miles per hour (13 km per hour) or seven hundred (700) feet per minute (213 m per minute). The equipment will be tested under pressure for leaks and to ensure proper set-up before use. The Contractor will provide verification of truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application per nozzle manufacturer, spray-bar height and pressure and pump speed appropriate for the viscosity and temperature of sealer material, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use.

The distributor truck shall be equipped with a 12-foot (3.7-m), minimum, spray bar with individual nozzle control. The distributor truck shall be capable of specific application rates in the range of 0.05 to 0.25 gallons per square yard (0.15 to 0.80 liters per square meter). These rates shall be computer-controlled rather than mechanical. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the emulsion and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy.

The distributor truck shall effectively heat and mix the material to the required temperature prior to application in accordance with the manufacturer's recommendations.

The distributor shall be equipped with a hand sprayer to spray the emulsion in areas not accessible to the distributor truck.

b. Aggregate spreader. The asphalt distributor truck will be equipped with an aggregate spreader mounted to the distributor truck that can apply sand to the emulsion in a single pass operation without driving through wet emulsion. The aggregate spreader shall be equipped with a variable control system capable of uniformly distributing the sand at the specified rate at varying application widths and speeds. The aggregate spreader must be adjusted to produce an even and accurate application of specified aggregate. Prior to any seal coat application, the aggregate spreader will be calibrated onsite to ensure acceptable uniformity of spread. The RPR will observe the calibration and verify the results. The aggregate spreader will be re-calibrated each time the aggregate rate is changed either during the application of test strips or production. The Contractor may consult the seal coat manufacturer representative for procedure and guidance. The sander shall have a minimum hopper capacity of 3,000 pounds (1361 kg) of sand. Push-type hand sanders will be allowed for use around lights, signs and other obstructions, if necessary.

c. Power broom/blower. A power broom and/or blower shall be provided for removing loose material from the surface to be treated.

d. Equipment calibration. Asphalt distributors must be calibrated within the same construction season in accordance with ASTM D2995. The Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

608-4.4 Preparation of asphalt pavement surfaces. Clean pavement surface immediately prior to placing the seal coat so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film. Remove oil or grease from the asphalt pavement by scrubbing with a detergent, washing thoroughly with clean water, and then treat these areas with a spot primer. Any additional surface preparation, such as crack repair, shall be in accordance with Item P-101, paragraph 101-3.6.

608-4.5 Emulsion mixing. The application emulsion shall be obtained by blending asphalt material concentrate, water and polymer, if specified. Always add heated water to the asphalt material concentrate, never add asphalt material concentrate to heated water. Mix one part heated water to two parts asphalt material concentrate, by volume.

Add 1% polymer, by volume, to the emulsion mix. If the polymer is added to the emulsion mix at the plant, submit weight scale tickets to the RPR. As an option, the polymer may be added to the emulsion mix at the job site provided the polymer is added slowly while the asphalt distributor truck circulating pump is running. The mix must be agitated for a minimum of 15 minutes or until the polymer is mixed to the satisfaction of the RPR.

608-4.6 Application of asphalt emulsion. The asphalt emulsion shall be applied using a pressure distributor upon the properly prepared, clean and dry surface at the application rate recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation for each designated treatment area. The asphalt emulsion should be applied at a temperature between 130°F (54°C) and 160°F (70°C) or in accordance with the manufacturer's recommendation.

If low spots and depressions greater than 1/2 inch (12 mm) in depth in the pavement surface cause ponding or puddling of the applied materials, the pavement surface shall be lightly broomed with a broom or brush type squeegee until the pavement surface is free of any pools of excess material.

During all applications, the surfaces of adjacent structures shall be protected to prevent their being spattered or marred.

608-4.7 Application of aggregate material. Immediately following the application of the asphalt emulsion, friction sand at the rate recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation for each designated application area, shall be spread uniformly over the asphalt emulsion in a single-pass operation simultaneous with the sealer application. The aggregate shall be spread to the same width of application as the asphalt material and shall not be applied in such thickness as to cause blanketing.

Sprinkling of additional aggregate material and spraying additional asphalt material over areas that show up having insufficient cover or bitumen, shall be done by hand whenever necessary. In areas where hand work is necessitated, the sand shall be applied before the sealant begins to break.

Minimize aggregate from being broadcast and accumulating on the untreated pavement adjacent to an application pass. Prior to the next application pass, the Contractor shall clean areas of excess or loose aggregate and remove from project site.

QUALITY CONTROL (QC)

608-5.1 Manufacturer's representation. The manufacturer's representative knowledgeable of the material, procedures, and equipment described in the specification is responsible to assist the Contractor and RPR in determining the appropriate application rates of the emulsion and aggregate, as well as recommendations for proper preparation and start-up of seal coat application. Documentation of the

manufacturer representative's experience and knowledge for applying the seal coat product shall be furnished to the RPR a minimum of 10 work days prior to placement of the control strips. The cost of the manufacturer's representative shall be included in the Contractor's bid price.

608-5.2 Contractor qualifications. The Contractor shall provide documentation to the RPR that the seal coat Contractor is qualified to apply the seal coat, including personnel, and equipment, and has made at least three (3) applications similar to this project in the past two (2) years.

MATERIAL ACCEPTANCE

608-6.1 Application rate. The rate of application of the asphalt emulsion shall be verified at least twice per day.

608-6.2 Friction tests. Not used.

METHOD OF MEASUREMENT

608-7.1 Emulsified Asphalt Seal Coat. The quantity of asphalt surface treatment shall be measured by the square yards of material applied in accordance with the plans and specifications and accepted by the RPR.

The Contractor must furnish the RPR with the certified weigh bills when materials are received for the asphalt material used under this contract. The Contractor must not remove material from the tank car or storage tank until initial amounts and temperature measurements have been verified.

BASIS OF PAYMENT

608-8.1 Payment shall be made at the contract unit price per square yard for the asphalt surface treatment applied and accepted by the RPR, and the contract unit price per lump sum for runway friction testing. This price shall be full compensation for all surface preparation, furnishing all materials, delivery and application of these materials, for all labor, equipment, tools, and incidentals necessary to complete the item, and any costs associated with furnishing a qualified manufacturer's representative to assist with control strips.

Item P-608-8.1	Emulsified Asphalt Seal Coat – per square yard
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REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C117	Standard Test Method for Materials Finer than 75-μm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D5	Standard Test Method for Penetration of Asphalt Materials
ASTM D244	Standard Test Methods and Practices for Emulsified Asphalts

ASTM D2007	Standard Test Method for Characteristic Groups in Rubber Extender and Processing Oils and Other Petroleum-Derived Oils by the Clay-Gel Absorption Chromatographic Method
ASTM D2042	Standard Test Method for Solubility of Asphalt Materials in Trichloroethylene
ASTM D2995	Standard Practice for Estimating Application Rate of Bituminous Distributors
ASTM D4402	Standard Test Method for Viscosity Determination of Asphalt at Elevated Temperatures Using a Rotational Viscometer
ASTM D5340	Standard Test Method for Airport Pavement Condition Index Surveys
Advisory Circulars (AC)	
AC 150/5320-12	Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces
AC 150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
AC 150/5380-6	Guidelines and Procedures for Maintenance of Airport Pavements

END OF ITEM P-608

Item P-603 Emulsified Asphalt Tack Coat

DESCRIPTION

603-1.1 This item shall consist of preparing and treating an asphalt or concrete surface with asphalt material in accordance with these specifications and in reasonably close conformity to the lines shown on the plans.

MATERIALS

603-2.1 Asphalt materials. The asphalt material shall be an emulsified asphalt as specified in ASTM D3628 as an asphalt application for tack coat appropriate to local conditions. The emulsified asphalt shall not be diluted. The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the asphalt material to the Resident Project Representative (RPR) before the asphalt material is applied for review and acceptance. The furnishing of COA for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

CONSTRUCTION METHODS

603-3.1 Weather limitations. The tack coat shall be applied only when the existing surface is dry and the atmospheric temperature is 50°F (10°C) or above; the temperature has not been below 35°F (2°C) for the 12 hours prior to application; and when the weather is not foggy or rainy. The temperature requirements may be waived when directed by the RPR.

603-3.2 Equipment. The Contractor shall provide equipment for heating and applying the emulsified asphalt material. The emulsion shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the emulsion. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight (8) miles per hour (13 km per hour) or seven (700) feet per minute (213 m per minute).

The equipment will be tested under pressure for leaks and to ensure proper set-up before use to verify truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application, spray-bar height and pressure and pump speed, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use.

The distributor truck shall be equipped with a minimum 12-foot (3.7-m) spreader spray bar with individual nozzle control with computer-controlled application rates. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the emulsion and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy. If the distributor is not equipped with an operable quick shutoff valve, the prime operations shall be started and stopped on building paper.

The distributor truck shall be equipped to effectively heat and mix the material to the required temperature prior to application as required. Heating and mixing shall be done in accordance with the manufacturer's recommendations. Do not overheat or over mix the material.

The distributor shall be equipped with a hand sprayer.

Asphalt distributors must be calibrated annually in accordance with ASTM D2995. The Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

A power broom and/or power blower suitable for cleaning the surfaces to which the asphalt tack coat is to be applied shall be provided.

603-3.3 Application of emulsified asphalt material. The emulsified asphalt shall not be diluted. Immediately before applying the emulsified asphalt tack coat, the full width of surface to be treated shall be swept with a power broom and/or power blower to remove all loose dirt and other objectionable material.

The emulsified asphalt material shall be uniformly applied with an asphalt distributor at the rates appropriate for the conditions and surface specified in the table below. The type of asphalt material and application rate shall be approved by the RPR prior to application.

Emulsified Asphalt

Surface Type	Residual Rate, gal/SY (L/square meter)	Emulsion Application Bar Rate, gal/SY (L/square meter)
New asphalt	0.02-0.05 (0.09-0.23)	0.03-0.07 (0.13-0.32)
Existing asphalt	0.04-0.07 (0.18-0.32)	0.06-0.11 (0.27-0.50)
Milled Surface	0.04-0.08 (0.18-0.36)	.06-0.12 (0.27-0.54)
Concrete	0.03-0.05 (0.13-0.23)	0.05-0.08 (0.23-0.36)

After application of the tack coat, the surface shall be allowed to cure without being disturbed for the period of time necessary to permit drying and setting of the tack coat. This period shall be determined by the RPR. The Contractor shall protect the tack coat and maintain the surface until the next course has been placed. When the tack coat has been disturbed by the Contractor, tack coat shall be reapplied at the Contractor's expense.

603-3.4 Freight and waybills The Contractor shall submit waybills and delivery tickets, during progress of the work. Before the final statement is allowed, file with the RPR certified waybills and certified delivery tickets for all emulsified asphalt materials used in the construction of the pavement covered by the contract. Do not remove emulsified asphalt material from storage until the initial outage and temperature measurements have been taken. The delivery or storage units will not be released until the final outage has been taken.

METHOD OF MEASUREMENT

603-4.1 No separate measurement for payment shall be made for Emulsified Asphalt Tack Coat. Emulsified Asphalt Tack Coat shall be considered necessary and incidental to the work of this Contract.

BASIS OF PAYMENT

603.5-1 No separate payment shall be made for Emulsified Asphalt Tack Coat. Emulsified Asphalt Tack Coat shall be considered necessary and incidental to the work of this Contract.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D1250	Standard Guide for Use of the Petroleum Measurement Tables
ASTM D2995	Standard Practice for Estimating Application Rate and Residual Application Rate of Bituminous Distributors
ASTM D3628	Standard Practice for Selection and Use of Emulsified Asphalts

END ITEM P-603

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Item P-610 Concrete for Miscellaneous Structures

DESCRIPTION

610-1.1 This item shall consist of concrete and reinforcement, as shown on the plans, prepared and constructed in accordance with these specifications. This specification shall be used for all concrete other than airfield pavement which are cast-in-place.

MATERIALS

610-2.1 General. Only approved materials, conforming to the requirements of these specifications, shall be used in the work. Materials may be subject to inspection and tests at any time during their preparation or use. The source of all materials shall be approved by the Resident Project Representative (RPR) before delivery or use in the work. Representative preliminary samples of the materials shall be submitted by the Contractor, when required, for examination and test. Materials shall be stored and handled to ensure preservation of their quality and fitness for use and shall be located to facilitate prompt inspection. All equipment for handling and transporting materials and concrete must be clean before any material or concrete is placed in them.

The use of pit-run aggregates shall not be permitted unless the pit-run aggregate has been screened and washed, and all fine and coarse aggregates stored separately and kept clean. The mixing of different aggregates from different sources in one storage stockpile or alternating batches of different aggregates shall not be permitted.

a. Reactivity. Fine aggregate and coarse aggregates to be used in all concrete shall have been tested separately within six months of the project in accordance with ASTM C1260. Test results shall be submitted to the RPR. The aggregate shall be considered innocuous if the expansion of test specimens, tested in accordance with ASTM C1260, does not exceed 0.08% at 14 days (16 days from casting). If the expansion either or both test specimen is greater than 0.08% at 14 days, but less than 0.20%, a minimum of 25% of Type F fly ash, or between 40% and 55% of slag cement shall be used in the concrete mix.

If the expansion is greater than 0.20% the aggregates shall not be used, and test results for other aggregates must be submitted for evaluation; or aggregates that meet P-501 reactivity test requirements may be utilized.

610-2.2 Coarse aggregate. The coarse aggregate for concrete shall meet the requirements of ASTM C33 and the requirements of Table 4, Class Designation 5S; and the grading requirements shown below, as required for the project.

Coarse Aggregate Grading Requirements

Maximum Aggregate Size	ASTM C33, Table 3 Grading Requirements (Size No.)
1 1/2 inch (37.5 mm)	467 or 4 and 67
1 inch (25 mm)	57
3/4 inch (19 mm)	67
1/2 inch (12.5 mm)	7

610-2.2.1 Coarse Aggregate susceptibility to durability (D) cracking. Not used.

610-2.3 Fine aggregate. The fine aggregate for concrete shall meet all fine aggregate requirements of ASTM C33.

610-2.4 Cement. Cement shall conform to the requirements of ASTM C150 Type II.

610-2.5 Cementitious materials.

a. Fly ash. Fly ash shall meet the requirements of ASTM C618, with the exception of loss of ignition, where the maximum shall be less than 6%. Fly ash shall have a Calcium Oxide (CaO) content of less than 15% and a total available alkali content less than 3% per ASTM C311. Fly ash produced in furnace operations using liming materials or soda ash (sodium carbonate) as an additive shall not be acceptable. The Contractor shall furnish the previous three most recent, consecutive ASTM C618 reports for each source of fly ash proposed in the concrete mix and shall furnish each additional report as they become available during the project. The reports can be used for acceptance or the material may be tested independently by the RPR.

b. Slag cement (ground granulated blast furnace (GGBF)). Slag cement shall conform to ASTM C989, Grade 100 or Grade 120. Slag cement shall be used only at a rate between 25% and 55% of the total cementitious material by mass.

610-2.6 Water. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.

610-2.7 Admixtures. The Contractor shall submit certificates indicating that the material to be furnished meets all of the requirements indicated below. In addition, the RPR may require the Contractor to submit complete test data from an approved laboratory showing that the material to be furnished meets all of the requirements of the cited specifications. Subsequent tests may be made of samples taken by the RPR from the supply of the material being furnished or proposed for use on the work to determine whether the admixture is uniform in quality with that approved.

a. Air-entraining admixtures. Air-entraining admixtures shall meet the requirements of ASTM C260 and shall consistently entrain the air content in the specified ranges under field conditions. The air-entrainment agent and any water reducer admixture shall be compatible.

b. Water-reducing admixtures. Water-reducing admixture shall meet the requirements of ASTM C494, Type A, B, or D. ASTM C494, Type F and G high range water reducing admixtures and ASTM C1017 flowable admixtures shall not be used.

c. Other chemical admixtures. The use of set retarding, and set-accelerating admixtures shall be approved by the RPR. Retarding shall meet the requirements of ASTM C494, Type A, B, or D and set-accelerating shall meet the requirements of ASTM C494, Type C. Calcium chloride and admixtures containing calcium chloride shall not be used.

610-2.8 Premolded joint material. Premolded joint material for expansion joints shall meet the requirements of ASTM D1751 or ASTM D1752.

610-2.9 Joint filler. The filler for joints shall meet the requirements of Item P-605, unless otherwise specified.

610-2.10 Steel reinforcement. Reinforcing shall consist of reinforcing steel conforming to the requirements of ASTM A615.

610-2.11 Materials for curing concrete. Curing materials shall conform to ASTM C309.

CONSTRUCTION METHODS

610-3.1 General. The Contractor shall furnish all labor, materials, and services necessary for, and incidental to, the completion of all work as shown on the drawings and specified here. All machinery and equipment used by the Contractor on the work, shall be of sufficient size to meet the requirements of the work. All work shall be subject to the inspection and approval of the RPR.

610-3.2 Concrete Mixture. The concrete shall develop a compressive strength of 4000 psi in 28 days as determined by test cylinders made in accordance with ASTM C31 and tested in accordance with ASTM C39. The concrete shall contain not less than 470 pounds of cementitious material per cubic yard (280 kg per cubic meter). The water cementitious ratio shall not exceed 0.45 by weight. The air content of the concrete shall be 5% +/- 1.2% as determined by ASTM C231 and shall have a slump of not more than 4 inches (100 mm) as determined by ASTM C143.

610-3.3 Mixing. Concrete may be mixed at the construction site, at a central point, or wholly or in part in truck mixers. The concrete shall be mixed and delivered in accordance with the requirements of ASTM C94 or ASTM C685.

The concrete shall be mixed only in quantities required for immediate use. Concrete shall not be mixed while the air temperature is below 40°F (4°C) without the RPRs approval. If approval is granted for mixing under such conditions, aggregates or water, or both, shall be heated and the concrete shall be placed at a temperature not less than 50°F (10°C) nor more than 100°F (38°C). The Contractor shall be held responsible for any defective work, resulting from freezing or injury in any manner during placing and curing, and shall replace such work at his expense.

Retempering of concrete by adding water or any other material is not permitted.

The rate of delivery of concrete to the job shall be sufficient to allow uninterrupted placement of the concrete.

610-3.4 Forms. Concrete shall not be placed until all the forms and reinforcements have been inspected and approved by the RPR. Forms shall be of suitable material and shall be of the type, size, shape, quality, and strength to build the structure as shown on the plans. The forms shall be true to line and grade and shall be mortar-tight and sufficiently rigid to prevent displacement and sagging between supports. The surfaces of forms shall be smooth and free from irregularities, dents, sags, and holes. The Contractor shall be responsible for their adequacy.

The internal form ties shall be arranged so no metal will show in the concrete surface or discolor the surface when exposed to weathering when the forms are removed. All forms shall be wetted with water or with a non-staining mineral oil, which shall be applied immediately before the concrete is placed. Forms shall be constructed so they can be removed without injuring the concrete or concrete surface.

610-3.5 Placing reinforcement. All reinforcement shall be accurately placed, as shown on the plans, and shall be firmly held in position during concrete placement. Bars shall be fastened together at intersections. The reinforcement shall be supported by approved metal chairs. Shop drawings, lists, and bending details shall be supplied by the Contractor when required.

610-3.6 Embedded items. Before placing concrete, all embedded items shall be firmly and securely fastened in place as indicated. All embedded items shall be clean and free from coating, rust, scale, oil, or any foreign matter. The concrete shall be spaded and consolidated around and against embedded items. The embedding of wood shall not be allowed.

610-3.7 Concrete Consistency. The Contractor shall monitor the consistency of the concrete delivered to the project site; collect each batch ticket; check temperature; and perform slump tests on each truck at the project site in accordance with ASTM C143.

610-3.8 Placing concrete. All concrete shall be placed during daylight hours, unless otherwise approved. The concrete shall not be placed until the depth and condition of foundations, the adequacy of forms and falsework, and the placing of the steel reinforcing have been approved by the RPR. Concrete shall be placed as soon as practical after mixing, but in no case later than one (1) hour after water has been added to the mix. The method and manner of placing shall avoid segregation and displacement of the reinforcement. Troughs, pipes, and chutes shall be used as an aid in placing concrete when necessary. The concrete shall not be dropped from a height of more than 5 feet (1.5 m). Concrete shall be deposited as nearly as practical in its final position to avoid segregation due to rehandling or flowing. Do not subject concrete to procedures which cause segregation. Concrete shall be placed on clean, damp surfaces, free from running water, or on a properly consolidated soil foundation.

610-3.9 Vibration. Vibration shall follow the guidelines in American Concrete Institute (ACI) Committee 309R, Guide for Consolidation of Concrete.

610-3.10 Joints. Joints shall be constructed as indicated on the plans.

610-3.11 Finishing. All exposed concrete surfaces shall be true, smooth, and free from open or rough areas, depressions, or projections. All concrete horizontal plane surfaces shall be brought flush to the proper elevation with the finished top surface struck-off with a straightedge and floated.

610-3.12 Curing and protection. All concrete shall be properly cured in accordance with the recommendations in American Concrete Institute (ACI) 308R, Guide to External Curing of Concrete. The concrete shall be protected from damage until project acceptance.

610-3.13 Cold weather placing. When concrete is placed at temperatures below 40°F (4°C), follow the cold weather concreting recommendations found in ACI 306R, Cold Weather Concreting.

610-3.14 Hot weather placing. When concrete is placed in hot weather greater than 85°F (30 °C), follow the hot weather concreting recommendations found in ACI 305R, Hot Weather Concreting.

QUALITY ASSURANCE (QA)

610-4.1 Quality Assurance sampling and testing. Concrete for each day's placement will be accepted on the basis of the compressive strength specified in paragraph 610-3.2. The RPR will sample the concrete in accordance with ASTM C172; test the slump in accordance with ASTM C143; test air content in accordance with ASTM C231; make and cure compressive strength specimens in accordance with ASTM C31; and test in accordance with ASTM C39. The QA testing agency will meet the requirements of ASTM C1077.

The Contractor shall provide adequate facilities for the initial curing of cylinders.

610-4.2 Defective work. Any defective work that cannot be satisfactorily repaired as determined by the RPR, shall be removed and replaced at the Contractor's expense. Defective work includes, but is not limited to, uneven dimensions, honeycombing and other voids on the surface or edges of the concrete.

METHOD OF MEASUREMENT

610-5.1 Concrete shall be considered incidental and no separate measurement shall be made of concrete complete in place and accepted.

BASIS OF PAYMENT

610-6.1 Concrete shall be considered incidental and no separate payment shall be made. This price shall be full compensation for furnishing all materials including reinforcement and embedded items and for all

preparation, delivery, installation, and curing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-610-6.1 Concrete, incidental to other work items

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM A184	Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A704	Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement
ASTM A706	Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A775	Standard Specification for Epoxy-Coated Steel Reinforcing Bars
ASTM A884	Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement
ASTM A934	Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars
ASTM A1064	Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM C31	Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C33	Standard Specification for Concrete Aggregates
ASTM C39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C94	Standard Specification for Ready-Mixed Concrete
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C114	Standard Test Methods for Chemical Analysis of Hydraulic Cement
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C143	Standard Test Method for Slump of Hydraulic-Cement Concrete
ASTM C150	Standard Specification for Portland Cement
ASTM C171	Standard Specification for Sheet Materials for Curing Concrete
ASTM C172	Standard Practice for Sampling Freshly Mixed Concrete

ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C260	Standard Specification for Air-Entraining Admixtures for Concrete
ASTM C309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C311	Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland-Cement Concrete
ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C666	Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
ASTM C685	Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing
ASTM C989	Standard Specification for Slag Cement for Use in Concrete and Mortars
ASTM C1017	Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete
ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM C1157	Standard Performance Specification for Hydraulic Cement
ASTM C1260	Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
<u>ASTM C1365</u>	<u>Standard Test Method for Determination of the Proportion of Phases in Portland Cement and Portland-Cement Clinker Using X-Ray Powder Diffraction Analysis</u>
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D1751	Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Asphalt Types)
ASTM D1752	Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction
American Concrete Institute (ACI)	
ACI 305R	Hot Weather Concreting
ACI 306R	Cold Weather Concreting
ACI 308R	Guide to External Curing of Concrete
ACI 309R	Guide for Consolidation of Concrete

END OF ITEM P-610

Item P-620 Runway and Taxiway Marking

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms “paint” and “marking material” as well as “painting” and “application of markings” are interchangeable throughout this specification.

MATERIALS

620-2.1 Materials acceptance. The Contractor shall furnish manufacturer’s certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer’s surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

620-2.2 Marking materials.

Table 1. Marking Materials

Paint ¹				Glass Beads ²	
Type	Color	Fed Std. 595 Number	Application Rate Maximum	Type	Application Rate Minimum
Waterborne Type II Coat 1 of 2	Yellow	33538 or 33655	230 ft ² /gal	No beads	No beads
Waterborne Type II Coat 1 of 2	White	37925	230 ft ² /gal	Type III	10 lb/gal
Waterborne Type II Coat 2 of 2	Yellow	33538 or 33655	115 ft ² /gal	Type III	10 lb/gal
Waterborne Type II Coat 2 of 2	White	37925	115 ft ² /gal	Type III	10 lb/gal
Waterborne Type II	Black	37038	115 ft ² /gal	No beads	No beads

¹ See paragraph 620-2.2a

² See paragraph 620-2.2b

a. Paint. Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595. **Waterborne.** Paint shall meet the requirements of Federal Specification TT-P-1952F, Type II. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

b. Reflective media. Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D II.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

CONSTRUCTION METHODS

620-3.1 Weather limitations. Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

620-3.3 Preparation of surfaces. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminants that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

a. Preparation of new pavement surfaces. The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

b. Preparation of pavement to remove existing markings. Existing pavement markings shall receive 95% removal by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to

the pavement or existing markings. This certification along with a copy of the paint manufactures application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

620-3.4 Layout of markings. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans

620-3.5 Application. A period of 30 days shall elapse between placement of surface course or seal coat and application of the permanent paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

The edges of the markings shall not vary from a straight line more than 1/2 inch in 50 feet, and marking dimensions and spacing shall be within the following tolerances:

Marking Dimensions and Spacing Tolerance

Dimension and Spacing	Tolerance
36 inch or less	±1/2 inch
greater than 36 inch to 6 feet	±1 inch
greater than 6 feet to 60 feet	±2 inch
greater than 60 feet	±3 inch

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

620-3.6 Application--preformed thermoplastic airport pavement markings. Preformed thermoplastic pavement markings not used.

620-3.7 Control strip. Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 Retro-reflectance. Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). A total of 6 reading shall be taken over a 6 square foot area with 3 readings taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other.

Minimum Retro-Reflectance Values

Material	Retro-reflectance mcd/m ² /lux		
	White	Yellow	Red
Initial Type III	600	300	N/A
Initial Thermoplastic	225	100	N/A

¹ Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance

620-3.9 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1a The quantity of surface preparation shall be measured by the number of square feet for each type of surface preparation specified in paragraph 620-3.3.

620-4.1b The quantity of markings shall be paid for shall be measured by the number of square feet of painting.

BASIS OF PAYMENT

620-5.1 This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications.

620-5.1a Payment for surface preparation shall be made at the contract price for the number of square feet for each type of surface preparation specified in paragraph 620-3.3.

620-5.1b Payment for markings shall be made at the contract price for the number of square feet of painting including reflective media where indicated.

Payment will be made under:

Item P-620-5.1a	Surface Preparation - per square foot
Item P-620-5.1b.1	Runway and Taxiway Marking, White - per square foot
Item P-620-5.1b.2	Runway and Taxiway Marking, Yellow - per square foot
Item P-620-5.1b.3	Runway and Taxiway Marking, Black - per square foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

40 CFR Part 60, Appendix A-7, Method 24	Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings
29 CFR Part 1910.1200 Hazard Communication	

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D	Beads (Glass Spheres) Retro-Reflective
FED SPEC TT-P-1952F	Paint, Traffic and Airfield Marking, Waterborne
FED STD 595	Colors used in Government Procurement

Commercial Item Description

A-A-2886B	Paint, Traffic, Solvent Based
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Advisory Circulars (AC)

AC 150/5340-1	Standards for Airport Markings
AC 150/5320-12	<u>Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces</u>

END OF ITEM P-620

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Item F-162 Chain-Link Fence

DESCRIPTION

162-1.1 This item shall consist of furnishing and erecting a chain-link fence in accordance with these specifications, the details shown on the plans, and in conformity with the lines and grades shown on the plans or established by the RPR.

MATERIALS

162-2.1 Fabric. The fabric shall be woven with a 9-gauge galvanized steel wire in a 2-inch mesh and shall meet the requirements of ASTM A392, Class 2.

162-2.2 Barbed wire. Barbed wire shall be 2-strand 12-1/2 gauge zinc-coated wire with 4-point barbs and shall conform to the requirements of ASTM A121, Class 3, Chain Link Fence Grade.

162-2.3 Posts, rails, and braces. Line posts, rails, and braces shall conform to the requirements of ASTM F1043 or ASTM F1083 as follows:

- Galvanized tubular steel pipe shall conform to the requirements of Group IA, (Schedule 40) coatings conforming to Type A, or Group IC (High Strength Pipe), External coating Type B, and internal coating Type B or D.
- Roll Formed Steel Shapes (C-Sections) shall conform to the requirements of Group IIA, and be galvanized in accordance with the requirements of ASTM F1043, Type A.
- Hot-Rolled Shapes (H Beams) shall meet the requirements of Group III, and be galvanized in accordance with the requirements of ASTM F1043, Type A.

Posts, rails, and braces, with the exception of galvanized steel conforming to ASTM F1043 or ASTM F1083, Group 1A, Type A, shall demonstrate the ability to withstand testing in salt spray in accordance with ASTM B117 as follows:

- External: 1,000 hours with a maximum of 5% red rust.
- Internal: 650 hours with a maximum of 5% red rust.

The dimensions of the posts, rails, and braces shall be in accordance with Tables I through VI of Federal Specification RR-F-191/3.

162-2.4 Gates. Not used.

162-2.5 Wire ties and tension wires. Wire ties for use in conjunction with a given type of fabric shall be of the same material and coating weight identified with the fabric type. Tension wire shall be 7-gauge marcelled steel wire with the same coating as the fabric type and shall conform to ASTM A824.

All material shall conform to Federal Specification RR-F-191/4.

162-2.6 Miscellaneous fittings and hardware. Miscellaneous steel fittings and hardware for use with zinc-coated steel fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction with fabric posts, and wires of the quality specified herein. All steel fittings and hardware shall be protected with a zinc coating applied in conformance with ASTM A153. Barbed wire support arms shall withstand a load of 250 pounds (113 kg) applied vertically to the outermost end of the arm.

162-2.7 Concrete. Concrete shall have a minimum 28-day compressive strength of 3000 psi (2670 kPa).

162-2.8 Marking. Each roll of fabric shall carry a tag showing the kind of base metal (steel, aluminum, or aluminum alloy number), kind of coating, the gauge of the wire, the length of fencing in the roll, and the name of the manufacturer. Posts, wire, and other fittings shall be identified as to manufacturer, kind of base metal (steel, aluminum, or aluminum alloy number), and kind of coating.

CONSTRUCTION METHODS

162-3.1 General. The fence shall be constructed in accordance with the details on the plans and as specified here using new materials. All work shall be performed in a workmanlike manner satisfactory to the RPR. The RPR shall establish and mark the property line or fence line for the work. The Contractor shall span the opening below the fence with barbed wire at all locations where it is not practical to conform the fence to the general contour of the ground surface because of natural or manmade features such as drainage ditches. The new fence shall be permanently tied to the terminals of existing fences as shown on the plans. The Contractor shall stake down the woven wire fence at several points between posts as shown on the plans.

The Contractor shall arrange the work so that construction of the new fence will immediately follow the removal of existing fences. The length of unfenced section at any time shall not exceed 300 feet (90 m). The work shall progress in this manner and at the close of the working day the newly constructed fence shall be tied to the existing fence.

162-3.2 Clearing fence line. Clearing shall consist of the removal of all stumps, brush, rocks, trees, or other obstructions that will interfere with proper construction of the fence. Stumps within the cleared area of the fence shall be grubbed or excavated. The bottom of the fence shall be placed a uniform distance above ground, as specified in the plans. When shown on the plans or as directed by the RPR, the existing fences which interfere with the new fence location shall be removed by the Contractor as a part of the construction work unless such removal is listed as a separate item in the bid schedule. All holes remaining after post and stump removal shall be refilled with suitable soil, gravel, or other suitable material and compacted with tampers.

The cost of removing and disposing of the material shall not constitute a pay item and shall be considered incidental to fence construction.

162-3.3 Installing posts. All posts shall be set in concrete at the required dimension and depth and at the spacing shown on the plans.

The concrete shall be thoroughly compacted around the posts by tamping or vibrating and shall have a smooth finish slightly higher than the ground and sloped to drain away from the posts. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within seven (7) days after the individual post footing is completed.

Should rock be encountered at a depth less than the planned footing depth, a hole 2 inches (50 mm) larger than the greatest dimension of the posts shall be drilled to a depth of 12 inches (300 mm). After the posts are set, the remainder of the drilled hole shall be filled with grout, composed of one part Portland cement and two parts mortar sand. Any remaining space above the rock shall be filled with concrete in the manner described above.

In lieu of drilling, the rock may be excavated to the required footing depth. No extra compensation shall be made for rock excavation.

162-3.4 Installing top rails. The top rail shall be continuous and shall pass through the post tops. The coupling used to join the top rail lengths shall allow for expansion.

162-3.5 Installing braces. Horizontal brace rails, with diagonal truss rods and turnbuckles, shall be installed at all terminal posts.

162-3.6 Installing fabric. The wire fabric shall be firmly attached to the posts and braced as shown on the plans. All wire shall be stretched taut and shall be installed to the required elevations. The fence shall generally follow the contour of the ground, with the bottom of the fence fabric no less than one inch (25 mm) or more than 4 inches (100 mm) from the ground surface. Grading shall be performed where necessary to provide a neat appearance.

At locations of small natural swales or drainage ditches and where it is not practical to have the fence conform to the general contour of the ground surface, longer posts may be used and multiple strands of barbed wire stretched to span the opening below the fence. The vertical clearance between strands of barbed wire shall be 6 inches (150 mm) or less.

162-3.7 Electrical grounds. Electrical grounds shall be constructed where a power line passes over the fence. The ground shall be accomplished with a copper clad rod 8 feet (2.4 m) long and a minimum of 5/8 inches (16 mm) in diameter driven vertically until the top is 6 inches (150 mm) below the ground surface. A No. 6 solid copper conductor shall be clamped to the rod and to the fence in such a manner that each element of the fence is grounded. Installation of ground rods shall not constitute a pay item and shall be considered incidental to fence construction. The Contractor shall comply with FAA-STD-019, Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Electronic Equipment, paragraph 4.2.3.8, Lightning Protection for Fences and Gates, when fencing is adjacent to FAA facilities.

162-3.8 Cleaning up. The Contractor shall remove from the vicinity of the completed work all tools, buildings, equipment, etc., used during construction. All disturbed areas shall be seeded per T-901.

METHOD OF MEASUREMENT

162-4.1 No separate measurement for payment shall be made for Chain Link Fence. Chain Link Fence shall be considered necessary and incidental to the work of this Contract.

BASIS OF PAYMENT

162-5.1 No separate measurement for payment shall be made for Chain Link Fence. Chain Link Fence shall be considered necessary and incidental to the work of this Contract.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM A121	Standard Specification for Metallic-Coated Carbon Steel Barbed Wire
ASTM A153	Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A392	Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric
ASTM A491	Standard Specification for Aluminum-Coated Steel Chain-Link Fence Fabric

ASTM A824	Standard Specification for Metallic-Coated Steel Marcellled Tension Wire for Use with Chain Link Fence
ASTM B117	Standard Practice for Operating Salt Spray (Fog) Apparatus
ASTM F668	Standard Specification for Polyvinyl Chloride (PVC), Polyolefin and other Organic Polymer Coated Steel Chain-Link Fence Fabric
ASTM F1043	Standard Specification for Strength and Protective Coatings on Steel Industrial Fence Framework
ASTM F1083	Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures
ASTM F1183	Standard Specification for Aluminum Alloy Chain Link Fence Fabric
ASTM F1345	Standard Specification for Zinc 5% Aluminum-Mischmetal Alloy Coated Steel Chain-Link Fence Fabric
ASTM G152	Standard Practice for Operating Open Flame Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials
ASTM G153	Standard Practice for Operating Enclosed Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials
ASTM G155	Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Nonmetallic Materials
Federal Specifications (FED SPEC)	
FED SPEC RR-F-191/3 Fencing, Wire and Post, Metal (Chain-Link Fence Posts, Top Rails and Braces)	
FED SPEC RR-F-191/4 Fencing, Wire and Post, Metal (Chain-Link Fence Accessories)	
FAA Standard	
FAA-STD-019	Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Electronic Equipment
FAA Orders	
5300.38	AIP Handbook

END OF ITEM F-162

Item T-901 Seeding

DESCRIPTION

901-1.1 This item shall consist of soil preparation and seeding the areas shown on the plans or as directed by the RPR in accordance with these specifications.

MATERIALS

901-2.1 Seed. The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the RPR duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six (6) months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected.

Seeds shall be applied as follows:

Seed (Scientific)	Seed (Common)	Minimum Seed Purity (Percent)	Minimum Germination (Percent)	Rate of Application lb/acre
<i>Melica californica</i>	California melicgrass	98	90	10
<i>Elymus glaucus</i>	Blue Wildrye	98	90	12
<i>Hordeum brachyantherum</i>	Meadow Barley	98	90	18
<i>Festuca rubra</i>	Red (molate) Fescue	98	90	20

Seeding shall be performed during the period between October 1 and November 15 inclusive, unless otherwise approved by the RPR.

901-2.2 Lime. Not required.

901-2.3 Fertilizer. Not required.

901-2.4 Soil for repairs. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the RPR before being placed.

CONSTRUCTION METHODS

901-3.1 Advance preparation and cleanup. After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches (50 mm) in any diameter, sticks, stumps, and other debris that might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches (125 mm) as a result of grading operations and, if immediately prior to seeding, the top 3 inches (75 mm) of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

When the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches (125 mm). Clods shall be broken and the top 3 inches (75 mm) of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

901-3.2 Dry application method.

a. Seeding. Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing. The fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in mixtures, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

b. Rolling. After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn roller, weighing 40 to 65 pounds per foot (60 to 97 kg per meter) of width for clay soil (or any soil having a tendency to pack), and weighing 150 to 200 pounds per foot (223 to 298 kg per meter) of width for sandy or light soils.

901-3.3 Wet application method.

a. General. The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

b. Spraying equipment. The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons (190 liters) over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons (380 liters) per minute at a pressure of 100 lb / sq inches. The pump shall be mounted in a line that will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipe lines shall be capable of providing clearance for 5/8 inch solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least

60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet. One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long-range jet nozzle. For ease of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet in length shall be provided to which the nozzles may be connected.

c. Mixtures. Lime, if required, shall be applied separately, in the quantity specified, prior to the fertilizing and seeding operations. Not more than 220 pounds of lime shall be added to and mixed with each 100 gallons of water. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds of these combined solids shall be added to and mixed with each 100 gallons of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. The Contractor shall identify to the RPR all sources of water at least two (2) weeks prior to use. The RPR may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source that is disapproved by the RPR following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within two (2) hours from the time they were mixed, or they shall be wasted and disposed of at approved locations.

d. Spraying. Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches, after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray that shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces that are to be mulched as indicated by the plans or designated by the RPR, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

901-3.4 Maintenance of seeded areas. The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the RPR. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the

satisfaction of the RPR. A grass stand shall be considered adequate when bare spots are one square foot or less, randomly dispersed, and do not exceed 3% of the area seeded.

METHOD OF MEASUREMENT

901-4.1 No separate measurement for payment shall be made for Seeding. Seeding shall be considered necessary and incidental to the work of this Contract.

BASIS OF PAYMENT

901-5.1 No separate payment shall be made for Seeding. Seeding shall be considered necessary and incidental to the work of this Contract .

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C602 Standard Specification for Agricultural Liming Materials

Federal Specifications (FED SPEC)

FED SPEC JJJ-S-181, Federal Specification, Seeds, Agricultural

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-901

Item L-108 Underground Power Cable for Airports

DESCRIPTION

108-1.1 This item shall consist of furnishing and installing power cables that are direct buried and furnishing and/or installing power cables within conduit or duct banks per these specifications at the locations shown on the plans. It includes excavation and backfill of trench for direct-buried cables only. Also included are the installation of counterpoise wires, ground wires, ground rods and connections, cable splicing, cable marking, cable testing, and all incidentals necessary to place the cable in operating condition as a completed unit to the satisfaction of the RPR. This item shall not include the installation of duct banks or conduit, trenching and backfilling for duct banks or conduit, or furnishing or installation of cable for FAA owned/operated facilities.

EQUIPMENT AND MATERIALS

108-2.1 General.

a. Airport lighting equipment and materials covered by advisory circulars (AC) shall be approved under the Airport Lighting Equipment Certification Program per AC 150/5345-53, current version.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification, when requested by the RPR.

c. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.

d. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format. The RPR reserves the right to reject any and all equipment, materials, or procedures that do not meet the system design and the standards and codes, specified in this document.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner. The Contractor shall maintain a minimum insulation resistance in accordance with paragraph 108-3.10e with isolation transformers connected in new circuits and new segments of existing circuits through the end of the contract warranty period when tested in accordance with AC 150/5340-26, *Maintenance Airport Visual Aid Facilities*, paragraph 5.1.3.1, Insulation Resistance Test.

108-2.2 Cable. Underground cable for airfield lighting facilities (runway and taxiway lights and signs) shall conform to the requirements of AC 150/5345-7, Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits latest edition. Conductors for use on 6.6 ampere primary airfield lighting series circuits shall be single conductor, seven strand, #8 American wire gauge (AWG), L-824 Type C, 5,000 volts, non-shielded, with cross-linked polyethylene insulation. Conductors for use on 20 ampere primary airfield lighting series circuits shall be single conductor, seven strand, #6 AWG, L-824 Type C, 5,000 volts, non-shielded, with cross-linked polyethylene insulation. L-824 conductors for use on the L-830 secondary of airfield lighting series circuits shall be sized in accordance with the manufacturer's recommendations. All other conductors shall comply with FAA and National Electric Code (NEC) requirements. Conductor sizes noted above shall not apply to leads furnished by manufacturers on airfield lighting transformers and fixtures.

Wire for electrical circuits up to 600 volts shall comply with Specification L-824 and/or Commercial Item Description A-A-59544A and shall be type THWN-2, 75°C for installation in conduit and RHW-2, 75°C for direct burial installations. Conductors for parallel (voltage) circuits shall be type and size and installed in accordance with NFPA-70, National Electrical Code.

Unless noted otherwise, all 600-volt and less non-airfield lighting conductor sizes are based on a 75°C, THWN-2, 600-volt insulation, copper conductors, not more than three single insulated conductors, in raceway, in free air. The conduit/duct sizes are based on the use of THWN-2, 600-volt insulated conductors. The Contractor shall make the necessary increase in conduit/duct sizes for other types of wire insulation. In no case shall the conduit/duct size be reduced. The minimum power circuit wire size shall be #12 AWG.

Conductor sizes may have been adjusted due to voltage drop or other engineering considerations. Equipment provided by the Contractor shall be capable of accepting the quantity and sizes of conductors shown in the Contract Documents. All conductors, pigtails, cable step-down adapters, cable step-up adapters, terminal blocks and splicing materials necessary to complete the cable termination/splice shall be considered incidental to the respective pay items provided.

Cable type, size, number of conductors, strand and service voltage shall be as specified in the Contract Document.

108-2.3 Bare copper wire (counterpoise, bare copper wire ground and ground rods). Wire for counterpoise or ground installations for airfield lighting systems shall be No. 6 AWG bare solid copper wire for counterpoise and/or No. 6 AWG insulated stranded for grounding bond wire per ASTM B3 and ASTM B8, and shall be bare copper wire. For voltage powered circuits, the equipment grounding conductor shall comply with NEC Article 250.

Ground rods shall be copper-clad steel or sectional copper-clad steel. The ground rods shall be of the length and diameter specified on the plans, but in no case be less than 10 feet (2.54 m) long and 3/4 inch (19 mm) in diameter.

108-2.4 Cable connections. In-line connections or splices of underground primary cables shall be of the type called for on the plans, and shall be one of the types listed below. No separate payment will be made for cable connections.

a. The cast splice. For 600V circuits only. A cast splice, employing a plastic mold and using epoxy resin equivalent to that manufactured by 3MTM Company, "Scotchcast" Kit No. 82-B, or an approved equivalent, used for potting the splice is acceptable.

b. The field-attached plug-in splice. Field attached plug-in splices shall be installed as shown on the plans. The Contractor shall determine the outside diameter of the cable to be spliced and furnish appropriately sized connector kits and/or adapters. Tape or heat shrink tubing with integral sealant shall

be in accordance with the manufacturer's requirements. Primary Connector Kits manufactured by Amerace, "Super Kit", Integro "Complete Kit", or approved equal is acceptable.

c. The factory-molded plug-in splice. Specification for L-823 Connectors, Factory-Molded to Individual Conductors, is acceptable.

d. The taped or heat-shrink splice. Not used this project.

In all the above cases, connections of cable conductors shall be made using crimp connectors using a crimping tool designed to make a complete crimp before the tool can be removed. All L-823/L-824 splices and terminations shall be made per the manufacturer's recommendations and listings.

All connections of counterpoise, grounding conductors and ground rods shall be made by the exothermic process or approved equivalent, except that a light base ground clamp connector shall be used for attachment to the light base. All exothermic connections shall be made per the manufacturer's recommendations and listings.

108-2.5 Splicer qualifications. Every airfield lighting cable splicer shall be qualified in making airport cable splices and terminations on cables rated at or above 5,000 volts AC. The Contractor shall submit to the RPR proof of the qualifications of each proposed cable splicer for the airport cable type and voltage level to be worked on. Cable splicing/terminating personnel shall have a minimum of three (3) years continuous experience in terminating/splicing medium voltage cable.

108-2.6 Concrete. Concrete shall be proportioned, placed, and cured per state department of transportation structural concrete with minimum 25% Type F fly ash, and a minimum allowable compressive strength of 4,000 psi (28 MPa).

108-2.7 Flowable backfill. Flowable material used to backfill trenches for power cable trenches shall conform to the requirements of Item P-153, Controlled Low Strength Material.

108-2.8 Cable identification tags. Cable identification tags shall be made from a non-corrosive material with the circuit identification stamped or etched onto the tag. The tags shall be of the type as detailed on the plans.

108-2.9 Tape. Electrical tapes shall be Scotch™ Electrical Tapes –Scotch™ 88 (1-1/2 inch (38 mm) wide) and Scotch™ 130C® linerless rubber splicing tape (2-inch (50 mm) wide), as manufactured by the Minnesota Mining and Manufacturing Company (3M™), or an approved equivalent.

108-2.10 Electrical coating. Electrical coating shall be Scotchkote™ as manufactured by 3M™, or an approved equivalent.

108-2.11 Existing circuits. Whenever the scope of work requires connection to an existing circuit, the existing circuit's insulation resistance shall be tested, in the presence of the RPR. The test shall be performed per this item and prior to any activity that will affect the respective circuit. The Contractor shall record the results on forms acceptable to the RPR. When the work affecting the circuit is complete, the circuit's insulation resistance shall be checked again, in the presence of the RPR. The Contractor shall record the results on forms acceptable to the RPR. The second reading shall be equal to or greater than the first reading or the Contractor shall make the necessary repairs to the existing circuit to bring the second reading above the first reading. All repair costs including a complete replacement of the L-823 connectors, L-830 transformers and L-824 cable, if necessary, shall be borne by the Contractor. All test results shall be submitted in the Operation and Maintenance (O&M) Manual.

108-2.12 Detectable warning tape. Plastic, detectable, American Public Works Association (APWA) Red (electrical power lines, cables, conduit and lighting cable) with continuous legend tape shall be polyethylene film with a metalized foil core and shall be 3-6 inches (75-150 mm) wide. Detectable tape is incidental to the respective bid item. Detectable warning tape for communication cables shall be orange. Detectable warning tape color code shall comply with the APWA Uniform Color Code.

CONSTRUCTION METHODS

108-3.1 General. The Contractor shall install the specified cable at the approximate locations indicated on the plans. Unless otherwise shown on the plans, all cable required to cross under pavements expected to carry aircraft loads shall be installed in concrete encased duct banks. Cable shall be run without splices, from fixture to fixture.

Cable connections between lights will be permitted only at the light locations for connecting the underground cable to the primary leads of the individual isolation transformers. The Contractor shall be responsible for providing cable in continuous lengths for home runs or other long cable runs without connections unless otherwise authorized in writing by the RPR or shown on the plans.

In addition to connectors being installed at individual isolation transformers, L-823 cable connectors for maintenance and test points shall be installed at locations shown on the plans. Cable circuit identification markers shall be installed on both sides of the L-823 connectors installed and on both sides of slack loops where a future connector would be installed.

Provide not less than 3 feet (1 m) of cable slack on each side of all connections, isolation transformers, light units, and at points where cable is connected to field equipment. Where provisions must be made for testing or for future above grade connections, provide enough slack to allow the cable to be extended at least one foot (30 cm) vertically above the top of the access structure. This requirement also applies where primary cable passes through empty light bases, junction boxes, and access structures to allow for future connections, or as designated by the RPR.

Primary airfield lighting cables installed shall have cable circuit identification markers attached on both sides of each L-823 connector and on each airport lighting cable entering or leaving cable access points, such as manholes, hand holes, pull boxes, junction boxes, etc. Markers shall be of sufficient length for imprinting the cable circuit identification legend on one line, using letters not less than 1/4 inch (6 mm) in size. The cable circuit identification shall match the circuits noted on the construction plans.

108-3.2 Installation in duct banks or conduits. This item includes the installation of the cable in duct banks or conduit per the following paragraphs. The maximum number and voltage ratings of cables installed in each single duct or conduit, and the current-carrying capacity of each cable shall be per the latest version of the National Electric Code, or the code of the local agency or authority having jurisdiction.

The Contractor shall make no connections or splices of any kind in cables installed in conduits or duct banks.

Unless otherwise designated in the plans, where ducts are in tiers, use the lowest ducts to receive the cable first, with spare ducts left in the upper levels. Check duct routes prior to construction to obtain assurance that the shortest routes are selected and that any potential interference is avoided.

Duct banks or conduits shall be installed as a separate item per Item L-110, Airport Underground Electrical Duct Banks and Conduit. The Contractor shall run a mandrel through duct banks or conduit prior to installation of cable to ensure that the duct bank or conduit is open, continuous and clear of debris. The mandrel size shall be compatible with the conduit size. The Contractor shall swab out all conduits/ducts and clean light bases, manholes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed, the light bases and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, light bases, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be re-cleaned at the Contractor's expense. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the RPR of any blockage in the existing ducts.

The cable shall be installed in a manner that prevents harmful stretching of the conductor, damage to the insulation, or damage to the outer protective covering. The ends of all cables shall be sealed with moisture-seal tape providing moisture-tight mechanical protection with minimum bulk, or alternately, heat shrinkable tubing before pulling into the conduit and it shall be left sealed until connections are made. Where more than one cable is to be installed in a conduit, all cable shall be pulled in the conduit at the same time. The pulling of a cable through duct banks or conduits may be accomplished by hand winch or power winch with the use of cable grips or pulling eyes. Maximum pulling tensions shall not exceed the cable manufacturer's recommendations. A non-hardening cable-pulling lubricant recommended for the type of cable being installed shall be used where required.

The Contractor shall submit the recommended pulling tension values to the RPR prior to any cable installation. If required by the RPR, pulling tension values for cable pulls shall be monitored by a dynamometer in the presence of the RPR. Cable pull tensions shall be recorded by the Contractor and reviewed by the RPR. Cables exceeding the maximum allowable pulling tension values shall be removed and replaced by the Contractor at the Contractor's expense.

The manufacturer's minimum bend radius or NEC requirements (whichever is more restrictive) shall apply. Cable installation, handling and storage shall be per manufacturer's recommendations. During cold weather, particular attention shall be paid to the manufacturer's minimum installation temperature. Cable shall not be installed when the temperature is at or below the manufacturer's minimum installation temperature. At the Contractor's option, the Contractor may submit a plan, for review by the RPR, for heated storage of the cable and maintenance of an acceptable cable temperature during installation when temperatures are below the manufacturer's minimum cable installation temperature.

Cable shall not be dragged across base can or manhole edges, pavement or earth. When cable must be coiled, lay cable out on a canvas tarp or use other appropriate means to prevent abrasion to the cable jacket.

108-3.3 Installation of direct-buried cable in trenches. Not used this project.

108-3.4 Cable markers for direct-buried cable. Not used this project.

108-3.5 Splicing. Connections of the type shown on the plans shall be made by experienced personnel regularly engaged in this type of work and shall be made as follows:

a. Cast splices. For use on 600V circuits only. These shall be made by using crimp connectors for jointing conductors. Molds shall be assembled, and the compound shall be mixed and poured per the manufacturer's instructions and to the satisfaction of the RPR.

b. Field-attached plug-in splices. These shall be assembled per the manufacturer's instructions. These splices shall be made by plugging directly into mating connectors. The joint where the connectors come together shall be finished by the following methods: On connector kits equipped with water seal flap; roll-over water seal flap to sealing position on mating connector. Wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 2 inches on each side of the joint.

c. Factory-molded plug-in splices. These shall be made by plugging directly into mating connectors. The joint where the connectors come together shall be finished by the following methods: On connector kits so equipped with water seal flap; roll-over water seal flap to sealing position on mating connector. Wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 2 inches on each side of the joint.

d. Taped or heat-shrink splices. Not used this project.

e. Assembly. Surfaces of equipment or conductors being terminated or connected shall be prepared in accordance with industry standard practice and manufacturer's recommendations. All surfaces to be connected shall be thoroughly cleaned to remove all dirt, grease, oxides, nonconductive films, or other

foreign material. Paints and other nonconductive coatings shall be removed to expose base metal. Clean all surfaces at least 1/4 inch (6.4 mm) beyond all sides of the larger bonded area on all mating surfaces. Use a joint compound suitable for the materials used in the connection. Repair painted/coated surface to original condition after completing the connection.

108-3.6 Bare counterpoise wire installation for lightning protection and grounding. If shown on the plans or included in the job specifications, bare solid #6 AWG copper counterpoise wire shall be installed for lightning protection of the underground cables. The RPR shall select one of two methods of lightning protection for the airfield lighting circuit based upon sound engineering practice and lightning strike density.

a. Equipotential. –The counterpoise size is as shown on the plans. The equipotential method is applicable to all airfield lighting systems; i.e. runway, taxiway, apron – touchdown zone, centerline, edge, threshold and approach lighting systems. The equipotential method is also successfully applied to provide lightning protection for power, signal and communication systems. The light bases, counterpoise, etc. – all components - are bonded together and bonded to the vault power system ground loop/electrode.

Counterpoise wire shall be installed in the same trench for the entire length of buried cable, conduits and duct banks that are installed to contain airfield cables. The counterpoise is centered over the cable/conduit/duct to be protected.

The counterpoise conductor shall be installed no less than 8 inches minimum or 12 inches maximum above the raceway or cable to be protected, except as permitted below:

(1) The minimum counterpoise conductor height above the raceway or cable to be protected shall be permitted to be adjusted subject to coordination with the airfield lighting and pavement designs.

(2) The counterpoise conductor height above the protected raceway(s) or cable(s) shall be calculated to ensure that the raceway or cable is within a 45-degree area of protection, (45 degrees on each side of vertical creating a 90 degree angle).

The counterpoise conductor shall be bonded to each metallic light base, mounting stake, and metallic airfield lighting component.

All metallic airfield lighting components in the field circuit on the output side of the constant current regulator (CCR) or other power source shall be bonded to the airfield lighting counterpoise system.

All components rise and fall at the same potential; with no potential difference, no damaging arcing and no damaging current flow.

See AC 150/5340-30, Design and Installation Details for Airport Visual Aids and NFPA 780, Standard for the Installation of Lightning Protection Systems, Chapter 11, for a detailed description of the Equipotential Method of lightning protection.

Reference FAA STD-019E, Lightning and Surge Protection, Grounding Bonding and Shielding Requirements for Facilities and Electronic Equipment, Part 4.1.1.7 for FAA facilities.

b. Isolation –not used

c. Common Installation requirements. When a metallic light base is used, the grounding electrode shall be bonded to the metallic light base or mounting stake with a No. 6 AWG bare, annealed or soft drawn, solid copper conductor. Non-metallic base cans are not allowed.

Grounding electrodes may be rods, ground dissipation plates, radials, or other electrodes listed in the NFPA 70 (NEC) or NFPA 780.

Where raceway is installed by the directional bore, jack and bore, or other drilling method, the counterpoise conductor shall be permitted to be installed concurrently with the directional bore, jack and bore, or other approved drilling method raceway, external to the raceway or sleeve.

The counterpoise wire shall also be exothermically welded to ground rods installed as shown on the plans but not more than 500 feet (150 m) apart around the entire circuit. The counterpoise system shall be continuous and terminate at the transformer vault or at the power source. It shall be securely attached to the vault or equipment external ground ring or other made electrode-grounding system. The connections shall be made as shown on the plans and in the specifications.

Where an existing airfield lighting system is being extended or modified, the new counterpoise conductors shall be interconnected to existing counterpoise conductors at each intersection of the new and existing airfield lighting counterpoise systems.

d. Parallel Voltage Systems. Provide grounding and bonding in accordance with NFPA 70, National Electrical Code.

108-3.7 Counterpoise installation above multiple conduits and duct banks. Counterpoise wires shall be installed above multiple conduits/duct banks for airfield lighting cables, with the intent being to provide a complete area of protection over the airfield lighting cables. When multiple conduits and/or duct banks for airfield cable are installed in the same trench, the number and location of counterpoise wires above the conduits shall be adequate to provide a complete area of protection measured 45 degrees each side of vertical.

Where duct banks pass under pavement to be constructed in the project, the counterpoise shall be placed above the duct bank. Reference details on the construction plans.

108-3.8 Counterpoise installation at existing duct banks. When airfield lighting cables are indicated on the plans to be routed through existing duct banks, the new counterpoise wiring shall be terminated at ground rods at each end of the existing duct bank where the cables being protected enter and exit the duct bank. The new counterpoise conductor shall be bonded to the existing counterpoise system.

108-3.9 Exothermic bonding. Bonding of counterpoise wire shall be by the exothermic welding process or equivalent method accepted by the RPR. Only personnel experienced in and regularly engaged in this type of work shall make these connections.

Contractor shall demonstrate to the satisfaction of the RPR, the welding kits, materials and procedures to be used for welded connections prior to any installations in the field. The installations shall comply with the manufacturer's recommendations and the following:

a. All slag shall be removed from welds.

b. Using an exothermic weld to bond the counterpoise to a lug on a galvanized light base is not recommended unless the base has been specially modified. Consult the manufacturer's installation directions for proper methods of bonding copper wire to the light base. See AC 150/5340-30 for galvanized light base exception.

c. If called for in the plans, all buried copper and weld material at weld connections shall be thoroughly coated with 6 mm of 3M™ Scotchkote™, or approved equivalent, or coated with coal tar Bitumastic® material to prevent surface exposure to corrosive soil or moisture.

108-3.10 Testing. The Contractor shall furnish all necessary equipment and appliances for testing the airport electrical systems and underground cable circuits before and after installation. The Contractor shall perform all tests in the presence of the RPR. The Contractor shall demonstrate the electrical characteristics to the satisfaction of the RPR. All costs for testing are incidental to the respective item being tested. For phased projects, the tests must be completed by phase. The Contractor must maintain the test results throughout the entire project as well as during the warranty period that meet the following:

a. Earth resistance testing methods shall be submitted to the RPR for approval. Earth resistance testing results shall be recorded on an approved form and testing shall be performed in the presence of the RPR. All such testing shall be at the sole expense of the Contractor.

b. Should the counterpoise or ground grid conductors be damaged or suspected of being damaged by construction activities the Contractor shall test the conductors for continuity with a low resistance ohmmeter. The conductors shall be isolated such that no parallel path exists and tested for continuity. The RPR shall approve of the test method selected. All such testing shall be at the sole expense of the Contractor.

After installation, the Contractor shall test and demonstrate to the satisfaction of the RPR the following:

c. That all affected lighting power and control circuits (existing and new) are continuous and free from short circuits.

d. That all affected circuits (existing and new) are free from unspecified grounds.

e. That the insulation resistance to ground of all new non-grounded high voltage series circuits or cable segments is not less than 500 megohms. Verify continuity of all series airfield lighting circuits prior to energization.

f. That the insulation resistance to ground of all new non-grounded conductors of new multiple circuits or circuit segments is not less than 500 megohms.

g. That all affected circuits (existing and new) are properly connected per applicable wiring diagrams.

h. That all affected circuits (existing and new) are operable. Tests shall be conducted that include operating each control not less than 10 times and the continuous operation of each lighting and power circuit for not less than 1/2 hour.

i. That the impedance to ground of each ground rod does not exceed 25 ohms prior to establishing connections to other ground electrodes. The fall-of-potential ground impedance test shall be used, as described by American National Standards Institute/Institute of Electrical and Electronic Engineers (ANSI/IEEE) Standard 81, to verify this requirement. As an alternate, clamp-on style ground impedance test meters may be used to satisfy the impedance testing requirement. Test equipment and its calibration sheets shall be submitted for review and approval by the RPR prior to performing the testing.

Two copies of tabulated results of all cable tests performed shall be supplied by the Contractor to the RPR. Where connecting new cable to existing cable, insulation resistance tests shall be performed on the new cable prior to connection to the existing circuit.

There are no approved “repair” procedures for items that have failed testing other than complete replacement.

METHOD OF MEASUREMENT

108-4.1 Cable in duct bank or conduit shall be measured by the number of linear feet installed and grounding connectors, and trench marking tape ready for operation, and accepted as satisfactory. Separate measurement shall be made for each cable installed in duct bank or conduit. The measurement for this item shall not include additional quantities required for slack. Trenching shall be incidental. The cost of all excavation, backfill, dewatering and restoration regardless of the type of material encountered shall be included in the unit price bid for the work.

Cable slack is considered incidental to this item and is included in the Contractor’s unit price. No separate measurement or payment will be made for cable slack.

108-4.2 Counterpoise wire installed in trench, or above duct bank or conduit shall be measured by the number of linear feet installed and grounding connectors, and trench marking tape ready for operation,

and accepted as satisfactory. Separate measurement shall be made for each counterpoise wire installed in trench, or above duct bank or conduit. The measurement for this item shall not include additional quantities required for slack. Trenching shall be incidental. The cost of all excavation, backfill, dewatering and restoration regardless of the type of material encountered shall be included in the unit price bid for the work.

Counterpoise slack is considered incidental to this item and is included in the Contractor's unit price. No separate measurement or payment will be made for counterpoise slack.

108-4.3 No separate payment will be made for ground rods.

BASIS OF PAYMENT

108-5.1 Payment will be made at the contract unit price for trenching, cable and equipment ground installed in duct bank or conduit, in place by the Contractor and accepted by the RPR. This price shall be full compensation for furnishing all materials and for all preparation and installation of these materials, and for all labor, equipment, tools, and incidentals and trench marking tape, necessary to complete this item.

108-5.2 Payment will be made at the contract unit price for bare counterpoise wire installed in trench (direct-buried), in place by the Contractor and accepted by the RPR. This price shall be full compensation for furnishing all materials and for all preparation and installation of these materials, and for all labor, equipment, tools, and incidentals, including ground rods and ground connectors and trench marking tape, necessary to complete this item.

Payment will be made under:

Item L-108-5.1a	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Duct Bank or Conduit - per liner foot
Item L-108-5.1b	No. 12 AWG, 600V, XHHW-2 or RHW-2, Installed in Duct Bank or Conduit – per linear foot
Item L-108-5.1c	No. 8 AWG, 600V, XHHW-2 or RHW-2, Installed in Duct Bank or Conduit – per linear foot
Item L-108-5.1d	No. 6 AWG, 600V, XHHW-2 or RHW-2, Insulated Ground, Installed in Duct Bank or Conduit – per linear foot
Item L-108-5.1e	2PR No. 18 AWG, RS485, Installed in Duct Bank or Conduit – per linear foot
Item L-108-5.1f	6PR Shielded No. 18 AWG PE-39, Installed in Duct Bank or Conduit – per linear foot
Item L-108-5.1g	No. 6 AWG, 600V, XHHW-2 or RHW-2, Installed in Duct Bank or Conduit – per linear foot
Item L-108-5.1g	No. 2 AWG, 600V, XHHW-2 or RHW-2, Installed in Duct Bank or Conduit – per linear foot

Item L-108-5.2a	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations - per linear foot
Item L-108-5.2b	No. 1/0 AWG, Solid, Bare Copper Guard Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations - per linear foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-53	Airport Lighting Equipment Certification Program

Commercial Item Description

A-A-59544A	Cable and Wire, Electrical (Power, Fixed Installation)
A-A-55809	Insulation Tape, Electrical, Pressure-Sensitive Adhesive, Plastic

ASTM International (ASTM)

ASTM B3	Standard Specification for Soft or Annealed Copper Wire
ASTM B8	Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft
ASTM B33	Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes
ASTM D4388	Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes

Mil Spec

MIL-PRF-23586F	Performance Specification: Sealing Compound (with Accelerator), Silicone Rubber, Electrical
MIL-I-24391	Insulation Tape, Electrical, Plastic, Pressure Sensitive

National Fire Protection Association (NFPA)

NFPA-70	National Electrical Code (NEC)
NFPA-780	Standard for the Installation of Lightning Protection Systems

American National Standards Institute (ANSI)/Institute of Electrical and Electronics Engineers (IEEE)

ANSI/IEEE STD 81 IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and
Earth Surface Potentials of a Ground System

Federal Aviation Administration Standard

FAA STD-019E Lightning and Surge Protection, Grounding Bonding and Shielding
Requirements for Facilities and Electronic Equipment

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Item L-110 Airport Underground Electrical Duct Banks and Conduits

DESCRIPTION

110-1.1 This item shall consist of underground electrical conduits and duct banks (single or multiple conduits encased in concrete or buried in sand) installed per this specification at the locations and per the dimensions, designs, and details shown on the plans. This item shall include furnishing and installing of all underground electrical duct banks and individual and multiple underground conduits and removal of existing duct banks. It shall also include all turfing trenching, backfilling, removal, and restoration of any paved or turfed areas; concrete encasement, mandrelling, pulling lines, duct markers, plugging of conduits, and the testing of the installation as a completed system ready for installation of cables per the plans and specifications. This item shall also include furnishing and installing conduits and all incidentals for providing positive drainage of the system. Verification of existing ducts is incidental to the pay items provided in this specification.

EQUIPMENT AND MATERIALS

110-2.1 General.

a. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the RPR.

b. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications and acceptable to the RPR. Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the RPR and replaced with materials, that comply with these specifications, at the Contractor's cost.

c. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in project that accrue directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes specified in this document.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

110-2.2 Steel conduit. Rigid galvanized steel (RGS) conduit and fittings shall be hot dipped galvanized inside and out and conform to the requirements of Underwriters Laboratories Standards 6, 514B, and 1242. All RGS conduits or RGS elbows installed below grade, in concrete, permanently wet locations or

other similar environments shall be painted with a 10-mil thick coat of asphaltum sealer or shall have a factory-bonded polyvinyl chloride (PVC) cover. Any exposed galvanizing or steel shall be coated with 10 mils of asphaltum sealer. When using PVC coated RGS conduit, care shall be exercised not to damage the factory PVC coating. Damaged PVC coating shall be repaired per the manufacturer's written instructions. In lieu of PVC coated RGS, corrosion wrap tape shall be permitted to be used where RGS is in contact with direct earth."

110-2.3 Plastic conduit. Plastic conduit and fittings shall conform to the following requirements:

- UL 514B covers W-C-1094-Conduit fittings all types, classes 1 thru 3 and 6 thru 10.
- UL 514C covers W-C-1094- all types, Class 5 junction box and cover in plastic (PVC).
- UL 651 covers W-C-1094-Rigid PVC Conduit, types I and II, Class 4.
- UL 651A covers W-C-1094-Rigid PVC Conduit and high-density polyethylene (HDPE) Conduit type III and Class 4.

Underwriters Laboratories Standards UL-651 and Article 352 of the current National Electrical Code shall be one of the following, as shown on the plans:

- a. Type I—Schedule 40 and Schedule 80 PVC suitable for underground use either direct-buried or encased in concrete.
- b. Type II—Schedule 40 PVC suitable for either above ground or underground use.
- c. Type III – Schedule 80 PVC suitable for either above ground or underground use either direct-buried or encased in concrete.
- d. Type III –HDPE pipe, minimum standard dimensional ratio (SDR) 11, suitable for placement with directional boring under pavement.

The type of solvent cement shall be as recommended by the conduit/fitting manufacturer.

110-2.4 Split conduit. Split conduit shall be pre-manufactured for the intended purpose and shall be made of steel or plastic.

110-2.5 Conduit spacers. Conduit spacers shall be prefabricated interlocking units manufactured for the intended purpose. They shall be of double wall construction made of high grade, high density polyethylene complete with interlocking cap and base pads. They shall be designed to accept No. 4 reinforcing bars installed vertically.

110-2.6 Concrete. Concrete shall be proportioned, placed, and cured per state department of transportation structural concrete with minimum 25% Type F fly ash, and a minimum allowable compressive strength of 4,000 psi (28 MPa).

110-2.7 Precast concrete structures. Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another RPR approved third party certification program. Precast concrete structures shall conform to ASTM C478.

110-2.8 Flowable backfill. Flowable material used to back fill conduit and duct bank trenches shall conform to the requirements of Item P-153, Controlled Low Strength Material.

110-2.9 Detectable warning tape. Plastic, detectable, American Public Works Association (APWA) red (electrical power lines, cables, conduit and lighting cable), orange (telephone/fiber optic cabling) with continuous legend magnetic tape shall be polyethylene film with a metallized foil core and shall be 3-6 inches (75-150 mm) wide. Detectable tape is incidental to the respective bid item.

CONSTRUCTION METHODS

110-3.1 General. The Contractor shall install underground duct banks and conduits at the approximate locations indicated on the plans. The RPR shall indicate specific locations as the work progresses, if required to differ from the plans. Duct banks and conduits shall be of the size, material, and type indicated on the plans or specifications. Where no size is indicated on the plans or in the specifications, conduits shall be not less than 2 inches (50 mm) inside diameter or comply with the National Electrical Code based on cable to be installed, whichever is larger. All duct bank and conduit lines shall be laid so as to grade toward access points and duct or conduit ends for drainage. Unless shown otherwise on the plans, grades shall be at least 3 inches (75 mm) per 100 feet (30 m). On runs where it is not practicable to maintain the grade all one way, the duct bank and conduit lines shall be graded from the center in both directions toward access points or conduit ends, with a drain into the storm drainage system. Pockets or traps where moisture may accumulate shall be avoided. Under pavement, the top of the duct bank shall not be less than 18 inches (0.5 m) below the subgrade; in other locations, the top of the duct bank or underground conduit shall be not less than 18 inches (0.5 m) below finished grade.

The Contractor shall mandrel each individual conduit whether the conduit is direct-buried or part of a duct bank. An iron-shod mandrel, not more than 1/4 inch (6 mm) smaller than the bore of the conduit shall be pulled or pushed through each conduit. The mandrel shall have a leather or rubber gasket slightly larger than the conduit hole.

The Contractor shall swab out all conduits/ducts and clean base can, manhole, pull boxes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed the light bases, manholes, pull boxes, etc., and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, base cans, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be recleaned at the Contractor's expense. All accessible points shall be kept closed when not installing cable. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the RPR of any blockage in the existing ducts.

For pulling the permanent wiring, each individual conduit, whether the conduit is direct-buried or part of a duct bank, shall be provided with a 200-pound (90 kg) test polypropylene pull rope. The ends shall be secured and sufficient length shall be left in access points to prevent it from slipping back into the conduit. Where spare conduits are installed, as indicated on the plans, the open ends shall be plugged with removable tapered plugs, designed for this purpose.

All conduits shall be securely fastened in place during construction and shall be plugged to prevent contaminants from entering the conduits. Any conduit section having a defective joint shall not be installed. Ducts shall be supported and spaced apart using approved spacers at intervals not to exceed 5 feet (1.5 m).

Unless otherwise shown on the plans, concrete encased duct banks shall be used when crossing under pavements expected to carry aircraft loads, such as runways, taxiways, taxilanes, ramps and aprons. When under paved shoulders and other paved areas, conduit and duct banks shall be encased using flowable fill for protection.

All conduits within concrete encasement of the duct banks shall terminate with female ends for ease in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Where turf is well established and the sod can be removed, it shall be carefully stripped and properly stored.

Trenches for conduits and duct banks may be excavated manually or with mechanical trenching equipment unless in pavement, in which case they shall be excavated with mechanical trenching

equipment. Walls of trenches shall be essentially vertical so that a minimum of shoulder surface is disturbed. Blades of graders shall not be used to excavate the trench.

When rock is encountered, the rock shall be removed to a depth of at least 3 inches (75 mm) below the required conduit or duct bank depth and it shall be replaced with bedding material of earth or sand containing no mineral aggregate particles that would be retained on a 1/4-inch (6.3 mm) sieve. Flowable backfill may alternatively be used

Underground electrical warning (Caution) tape shall be installed in the trench above all underground duct banks and conduits in unpaved areas. Contractor shall submit a sample of the proposed warning tape for approval by the RPR. If not shown on the plans, the warning tape shall be located 6 inches above the duct/conduit or the counterpoise wire if present.

Joints in plastic conduit shall be prepared per the manufacturer's recommendations for the particular type of conduit. Plastic conduit shall be prepared by application of a plastic cleaner and brushing a plastic solvent on the outside of the conduit ends and on the inside of the couplings. The conduit fitting shall then be slipped together with a quick one-quarter turn twist to set the joint tightly. Where more than one conduit is placed in a single trench, or in duct banks, joints in the conduit shall be staggered a minimum of 2 feet (60 cm).

Changes in direction of runs exceeding 10 degrees, either vertical or horizontal, shall be accomplished using manufactured sweep bends.

Whether or not specifically indicated on the drawings, where the soil encountered at established duct bank grade is an unsuitable material, as determined by the RPR, the unsuitable material shall be removed per Item P-152 and replaced with suitable material. Additional duct bank supports shall be installed, as approved by the RPR.

All excavation shall be unclassified and shall be considered incidental to Item L-110. Dewatering necessary for duct installation, and erosion per federal, state, and local requirements is incidental to Item L-110.

Unless otherwise specified, excavated materials that are deemed by the RPR to be unsuitable for use in backfill or embankments shall be removed and disposed of offsite.

Any excess excavation shall be filled with suitable material approved by the RPR and compacted per Item P-152.

It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Where existing active cables cross proposed installations, the Contractor shall ensure that these cables are adequately protected. Where crossings are unavoidable, no splices will be allowed in the existing cables, except as specified on the plans. Installation of new cable where such crossings must occur shall proceed as follows:

- a. Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred

- b. Trenching, etc., in cable areas shall then proceed with approval of the RPR, with care taken to minimize possible damage or disruption of existing cable, including careful backfilling in area of cable.

In the event that any previously identified cable is damaged during the course of construction, the Contractor shall be responsible for the complete repair.

110-3.2 Duct banks. Unless otherwise shown in the plans, duct banks shall be installed so that the top of the concrete envelope is not less than 18 inches (0.5 m) below the bottom of the base or stabilized base course layers where installed under runways, taxiways, aprons, or other paved areas, and not less than 18 inches (0.5 m) below finished grade where installed in unpaved areas.

Unless otherwise shown on the plans, duct banks under paved areas shall extend at least 3 feet (1 m) beyond the edges of the pavement or 3 feet (1 m) beyond any under drains that may be installed alongside the paved area. Trenches for duct banks shall be opened the complete length before concrete is placed so that if any obstructions are encountered, provisions can be made to avoid them. Unless otherwise shown on the plans, all duct banks shall be placed on a layer of concrete not less than 3 inches (75 mm) thick prior to its initial set. The Contractor shall space the conduits not less than 3 inches (75 mm) apart (measured from outside wall to outside wall). All such multiple conduits shall be placed using conduit spacers applicable to the type of conduit. As the conduit laying progresses, concrete shall be placed around and on top of the conduits not less than 3 inches (75 mm) thick unless otherwise shown on the plans. All conduits shall terminate with female ends for ease of access in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Conduits forming the duct bank shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches (150 mm) to anchor the assembly into the earth prior to placing the concrete encasement. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot (1.5-m) intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the RPR for review prior to use.

When specified, the Contractor shall reinforce the bottom side and top of encasements with steel reinforcing mesh or fabric or other approved metal reinforcement. When directed, the Contractor shall supply additional supports where the ground is soft and boggy, where ducts cross under roadways, or where shown on the plans. Under such conditions, the complete duct structure shall be supported on reinforced concrete footings, piers, or piles located at approximately 5-foot (1.5-m) intervals.

All pavement surfaces that are to have ducts installed therein shall be neatly saw cut to form a vertical face. All excavation shall be included in the contract with price for the duct.

Install a plastic, detectable, color as noted, 3 to 6 inches (75 to 150 mm) wide tape, 8 inches (200 mm) minimum below grade above all underground conduit or duct lines not installed under pavement. Utilize the 3-inch (75-mm) wide tape only for single conduit runs. Utilize the 6-inch (150-mm) wide tape for multiple conduits and duct banks. For duct banks equal to or greater than 24 inches (600 mm) in width, utilize more than one tape for sufficient coverage and identification of the duct bank as required.

When existing cables are to be placed in split duct, encased in concrete, the cable shall be carefully located and exposed by hand tools. Prior to being placed in duct, the RPR shall be notified so that he may inspect the cable and determine that it is in good condition. Where required, split duct shall be installed as shown on the drawings or as required by the RPR.

110-3.3 Conduits without concrete encasement. Trenches for single-conduit lines shall be not less than 6 inches (150 mm) nor more than 12 inches (300 mm) wide. The trench for 2 or more conduits installed at the same level shall be proportionately wider. Trench bottoms for conduits without concrete encasement shall be made to conform accurately to grade so as to provide uniform support for the conduit along its entire length.

Unless otherwise shown on the plans, a layer of fine earth material, at least 4 inches (100 mm) thick (loose measurement) shall be placed in the bottom of the trench as bedding for the conduit. The bedding material shall consist of soft dirt, sand or other fine fill, and it shall contain no particles that would be retained on a 1/4-inch (6.3 mm) sieve. The bedding material shall be tamped until firm. Flowable backfill may alternatively be used.

Unless otherwise shown on plans, conduits shall be installed so that the tops of all conduits within the Airport's secured area where trespassing is prohibited are at least 18 inches (0.5 m) below the finished grade. Conduits outside the Airport's secured area shall be installed so that the tops of the conduits are at least 24 inches (60 cm) below the finished grade per National Electric Code (NEC), Table 300.5.

When two or more individual conduits intended to carry conductors of equivalent voltage insulation rating are installed in the same trench without concrete encasement, they shall be spaced not less than 3 inches (75 mm) apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 inches (150 mm) apart in a vertical direction. Where two or more individual conduits intended to carry conductors of differing voltage insulation rating are installed in the same trench without concrete encasement, they shall be placed not less than 3 inches (75 mm) apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 inches (150 mm) apart in a vertical direction.

Trenches shall be opened the complete length between normal termination points before conduit is installed so that if any unforeseen obstructions are encountered, proper provisions can be made to avoid them.

Conduits shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches (150 mm) to anchor the assembly into the earth while backfilling. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot (1.5-m) intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the RPR for review prior to use.

110-3.4 Markers. Not used this Project.

110-3.5 Backfilling for conduits. For conduits, 8 inches (200 mm) of sand, soft earth, or other fine fill (loose measurement) shall be placed around the conduits ducts and carefully tamped around and over them with hand tampers. The remaining trench shall then be backfilled and compacted per Item P-152 except that material used for back fill shall be select material not larger than 4 inches (100 mm) in diameter.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during back filling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the RPR.

110-3.6 Backfilling for duct banks. After the concrete has cured, the remaining trench shall be backfilled and compacted per Item P-152 "Excavation and Embankment" except that the material used for backfill shall be select material not larger than 4 inches (100 mm) in diameter. In addition to the requirements of Item P-152, where duct banks are installed under pavement, one moisture/density test per lift shall be made for each 250 linear feet (76 m) of duct bank or one work period's construction, whichever is less.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during backfilling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the RPR.

110-3.7 Restoration. Where sod has been removed, it shall be replaced as soon as possible after the backfilling is completed. All areas disturbed by the work shall be restored to its original condition. The restoration shall include sodding, topsoiling, fertilizing, seeding, and mulching shown on the plans. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. All restoration shall be considered incidental to the respective L-110 pay item. Following

restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD) and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

110-3.8 Ownership of removed cable. All cable removed during the project shall become property of the contractor to be disposed of off-site.

METHOD OF MEASUREMENT

110-4.1 Underground conduits and duct banks shall be measured by the linear feet of conduits and duct banks installed, including encasement, locator tape, trenching and backfill with designated material, and restoration, and for drain lines, the termination at the drainage structure, all measured in place, completed, and accepted. Separate measurement shall be made for the various types and sizes.

BASIS OF PAYMENT

110-5.1 Payment will be made at the contract unit price per linear foot for each type and size of conduit and duct bank completed and accepted, including trench and backfill with the designated material, and, for drain lines, the termination at the drainage structure. This price shall be full compensation for removal and disposal of existing duct banks and conduits as shown on the plans, furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item per the provisions and intent of the plans and specifications.

Payment will be made under:

Item L-110-5.1a	Non-Encased Electrical Duct Bank, 1-Way, 2-Inch - per linear foot
Item L-110-5.1b	Concrete Encased Electrical Duct Bank, 1-Way, 2-Inch - per linear foot
Item L-110-5.1c	Concrete Encased Electrical Duct Bank, 2-Way, 2-Inch - per linear foot
Item L-110-5.1d	Concrete Encased Electrical Duct Bank, 4-Way, 2-Inch - per linear foot
Item L-110-5.1e	Concrete Encased Electrical Duct Bank, 5-Way, 2-Inch - per linear foot
Item L-110-5.1f	Concrete Encased Electrical Duct Bank, 6-Way, 2-Inch - per linear foot
Item L-110-5.1g	Concrete Encased Electrical Duct Bank, 7-Way, 2-Inch - per linear foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circular (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-53	Airport Lighting Equipment Certification Program

ASTM International (ASTM)

ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
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National Fire Protection Association (NFPA)

NFPA-70

National Electrical Code (NEC)

Underwriters Laboratories (UL)

UL Standard 6	Electrical Rigid Metal Conduit - Steel
UL Standard 514B	Conduit, Tubing, and Cable Fittings
UL Standard 514C	Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers
UL Standard 1242	Electrical Intermediate Metal Conduit Steel
UL Standard 651	Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings
UL Standard 651A	Type EB and A Rigid PVC Conduit and HDPE Conduit

END OF ITEM L-110

Item L-115 Electrical Manholes and Junction Structures

DESCRIPTION

115-1.1 This item shall consist of electrical manholes and junction structures (hand holes, pull boxes, junction cans, etc.) installed per this specification, at the indicated locations and conforming to the lines, grades and dimensions shown on the plans or as required by the RPR. This item shall include the installation of each electrical manhole and/or junction structures with all associated excavation, backfilling, sheeting and bracing, concrete, reinforcing steel, ladders, appurtenances, testing, dewatering and restoration of surfaces to the satisfaction of the RPR including removal of existing manholes and junction structures as shown on the plans.

EQUIPMENT AND MATERIALS

115-2.1 General.

a. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when so requested by the RPR.

b. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.

c. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes, specified in this document.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

115-2.2 Concrete structures. Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures. Cast-in-place concrete structures shall be as shown on the plans.

115-2.3 Precast concrete structures. Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another engineer approved third party certification program. Provide precast concrete structures where shown on the plans.

Precast concrete structures shall be an approved standard design of the manufacturer. Precast units shall have mortar or bitumastic sealer placed between all joints to make them watertight. The structure shall be designed to withstand 100,000 lb aircraft loads, unless otherwise shown on the plans. Openings or knockouts shall be provided in the structure as detailed on the plans.

Threaded inserts and pulling eyes shall be cast in as shown on the plans.

If the Contractor chooses to propose a different structural design, signed and sealed shop drawings, design calculations, and other information requested by the RPR shall be submitted by the Contractor to allow for a full evaluation by the RPR. The RPR shall review per the process defined in the General Provisions.

115-2.4 Junction boxes. Junction boxes shall be L-867 Class 1 (non-load bearing) or L-868 Class 1 (load bearing) airport light bases that are encased in concrete. The light bases shall have a L-894 blank cover, gasket, and stainless-steel hardware. All bolts, studs, nuts, lock washers, and other similar fasteners used for the light fixture assemblies must be fabricated from 316L (equivalent to EN 1.4404), 18-8, 410, or 416 stainless steel. If 18-8, 410, or 416 stainless steel is utilized it shall be passivated and be free from any discoloration. Covers shall be 3/8-inch (9-mm) thickness for L-867 and 3/4-inch (19-mm) thickness for L-868. All junction boxes shall be provided with both internal and external ground lugs.

115-2.5 Mortar. The mortar shall be composed of one part of cement and two parts of mortar sand, by volume. The cement shall be per the requirements in ASTM C150, Type I. The sand shall be per the requirements in ASTM C144. Hydrated lime may be added to the mixture of sand and cement in an amount not to exceed 15% of the weight of cement used. The hydrated lime shall meet the requirements of ASTM C206. Water shall be potable, reasonably clean and free of oil, salt, acid, alkali, sugar, vegetable, or other substances injurious to the finished product.

115-2.6 Concrete. Concrete shall be proportioned, placed, and cured per state department of transportation structural concrete with minimum 25% Type F fly ash, and a minimum allowable compressive strength of 4,000 psi (28 MPa).

115-2.7 Frames and covers. The frames shall conform to one of the following requirements:

- a. ASTM A48 Gray iron castings
- b. ASTM A47 Malleable iron castings
- c. ASTM A27 Steel castings
- d. ASTM A283, Grade D Structural steel for grates and frames
- e. ASTM A536 Ductile iron castings
- f. ASTM A897 Austempered ductile iron castings

All castings specified shall withstand a maximum tire pressure of 250 psi and maximum load of 100,000 lbs.

All castings or structural steel units shall conform to the dimensions shown on the plans and shall be designed to support the loadings specified.

Each frame and cover unit shall be provided with fastening members to prevent it from being dislodged by traffic, but which will allow easy removal for access to the structure.

All castings shall be thoroughly cleaned. After fabrication, structural steel units shall be galvanized to meet the requirements of ASTM A123.

Each cover shall have the word "ELECTRIC" or other approved designation cast on it. Each frame and cover shall be as shown on the plans or approved equivalent. No cable notches are required.

Each manhole shall be provided with a “DANGER -- PERMIT-REQUIRED CONFINED SPACE, DO NOT ENTER” safety warning sign as detailed in the Contract Documents and in accordance with OSHA 1910.146 (c)(2).

115-2.8 Ladders. Ladders, if specified, shall be galvanized steel or as shown on the plans.

115-2.9 Reinforcing steel. All reinforcing steel shall be deformed bars of new billet steel meeting the requirements of ASTM A615, Grade 60.

115-2.10 Bedding/special backfill. Bedding or special backfill shall be as shown on the plans.

115-2.11 Flowable backfill. Flowable material used to backfill shall conform to the requirements of Item P-153, Controlled Low Strength Material.

115-2.12 Cable trays. Cable trays shall be of plastic or polycarbonate. Cable trays shall be located as shown on the plans.

115-2.13 Plastic conduit. Plastic conduit shall comply with Item L-110, Airport Underground Electrical Duct Banks and Conduits.

115-2.14 Conduit terminators. Conduit terminators shall be pre-manufactured for the specific purpose and sized as required or as shown on the plans.

115-2.15 Pulling-in irons. Pulling-in irons shall be manufactured with 7/8-inch (22 mm) diameter hot-dipped galvanized steel or stress-relieved carbon steel roping designed for concrete applications (7 strand, 1/2-inch (12 mm) diameter with an ultimate strength of 270,000 psi (1862 MPa)). Where stress-relieved carbon steel roping is used, a rustproof sleeve shall be installed at the hooking point and all exposed surfaces shall be encapsulated with a polyester coating to prevent corrosion.

115-2.16 Ground rods. Ground rods shall be one piece, copper clad steel. The ground rods shall be of the length and diameter specified on the plans, but in no case shall they be less than 10 feet long nor less than 3/4 inch in diameter.

CONSTRUCTION METHODS

115-3.1 Unclassified excavation. It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Damage to utility lines, through lack of care in excavating, shall be repaired or replaced to the satisfaction of the RPR without additional expense to the Owner.

The Contractor shall perform excavation for structures and structure footings to the lines and grades or elevations shown on the plans or as staked by the RPR. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown.

All excavation shall be unclassified and shall be considered incidental to Item L-115. Dewatering necessary for structure installation and erosion per federal, state, and local requirements is incidental to Item L-115.

Boulders, logs and all other objectionable material encountered in excavation shall be removed. All rock and other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped or serrated, as directed by the RPR. All seams, crevices, disintegrated rock and thin strata shall be removed. When concrete is to rest on a surface other than rock, special care shall be taken not to disturb the bottom of the excavation. Excavation to final grade shall not be made until just before the concrete or reinforcing is to be placed.

The Contractor shall provide all bracing, sheeting and shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheeting and shoring shall be included in the unit price bid for the structure.

Unless otherwise provided, bracing, sheeting and shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall be effected in a manner that will not disturb or mar finished masonry. The cost of removal shall be included in the unit price bid for the structure.

After each excavation is completed, the Contractor shall notify the RPR. Structures shall be placed after the RPR has approved the depth of the excavation and the suitability of the foundation material.

Prior to installation the Contractor shall provide a minimum of 6 inches (150 mm) of sand or a material approved by the RPR as a suitable base to receive the structure. The base material shall be compacted and graded level and at proper elevation to receive the structure in proper relation to the conduit grade or ground cover requirements, as indicated on the plans.

115-3.2 Concrete structures. Concrete structures shall be built on prepared foundations conforming to the dimensions and form indicated on the plans. The concrete and construction methods shall conform to the requirements specified above. Any reinforcement required shall be placed as indicated on the plans and shall be approved by the RPR before the concrete is placed.

115-3.3 Precast unit installations. Precast units shall be installed plumb and true. Joints shall be made watertight by use of sealant at each tongue-and-groove joint and at roof of manhole. Excess sealant shall be removed and severe surface projections on exterior of neck shall be removed.

115-3.4 Placement and treatment of castings, frames and fittings. All castings, frames and fittings shall be placed in the positions indicated on the Plans or as directed by the RPR and shall be set true to line and to correct elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place and position before the concrete or mortar is placed. The unit shall not be disturbed until the mortar or concrete has set.

Field connections shall be made with bolts, unless indicated otherwise. Welding will not be permitted unless shown otherwise on the approved shop drawings and written approval is granted by the casting manufacturer. Erection equipment shall be suitable and safe for the workman. Errors in shop fabrication or deformation resulting from handling and transportation that prevent the proper assembly and fitting of parts shall be reported immediately to the RPR and approval of the method of correction shall be obtained. Approved corrections shall be made at Contractor's expense.

Anchor bolts and anchors shall be properly located and built into connection work. Bolts and anchors shall be preset by the use of templates or such other methods as may be required to locate the anchors and anchor bolts accurately.

Pulling-in irons shall be located opposite all conduit entrances into structures to provide a strong, convenient attachment for pulling-in blocks when installing cables. Pulling-in irons shall be set directly into the concrete walls of the structure.

115-3.5 Installation of ladders. Not used this project.

115-3.6 Removal of sheeting and bracing. In general, all sheeting and bracing used to support the sides of trenches or other open excavations shall be withdrawn as the trenches or other open excavations are being refilled. That portion of the sheeting extending below the top of a structure shall be withdrawn, unless otherwise directed, before more than 6 inches (150 mm) of material is placed above the top of the structure and before any bracing is removed. Voids left by the sheeting shall be carefully refilled with selected material and rammed tight with tools especially adapted for the purpose or otherwise as may be approved.

The RPR may direct the Contractor to delay the removal of sheeting and bracing if, in his judgment, the installed work has not attained the necessary strength to permit placing of backfill.

115-3.7 Backfilling. After a structure has been completed, the area around it shall be backfilled in horizontal layers not to exceed 6 inches (150 mm) in thickness measured after compaction to the density requirements in Item P-152. Each layer shall be deposited all around the structure to approximately the same elevation. The top of the fill shall meet the elevation shown on the plans or as directed by the RPR.

Backfill shall not be placed against any structure until approval is given by the RPR. In the case of concrete, such approval shall not be given until tests made by the laboratory under supervision of the RPR establish that the concrete has attained sufficient strength to provide a factor of safety against damage or strain in withstanding any pressure created by the backfill or the methods used in placing it.

Where required, the RPR may direct the Contractor to add, at his own expense, sufficient water during compaction to assure a complete consolidation of the backfill. The Contractor shall be responsible for all damage or injury done to conduits, duct banks, structures, property or persons due to improper placing or compacting of backfill.

115-3.8 Connection of duct banks. To relieve stress of joint between concrete-encased duct banks and structure walls, reinforcement rods shall be placed in the structure wall and shall be formed and tied into duct bank reinforcement at the time the duct bank is installed.

115-3.9 Grounding. A ground rod shall be installed in the floor of all concrete structures so that the top of rod extends 6 inches (150 mm) above the floor. The ground rod shall be installed within one foot (30 cm) of a corner of the concrete structure. Ground rods shall be installed prior to casting the bottom slab. Where the soil condition does not permit driving the ground rod into the earth without damage to the ground rod, the Contractor shall drill a 4-inch (100 mm) diameter hole into the earth to receive the ground rod. The hole around the ground rod shall be filled throughout its length, below slab, with Portland cement grout. Ground rods shall be installed in precast bottom slab of structures by drilling a hole through bottom slab and installing the ground rod. Bottom slab penetration shall be sealed watertight with Portland cement grout around the ground rod.

A grounding bus of 4/0 bare stranded copper shall be exothermically bonded to the ground rod and loop the concrete structure walls. The ground bus shall be a minimum of one foot (30 cm) above the floor of the structure and separate from other cables. No. 2 American wire gauge (AWG) bare copper pigtailed shall bond the grounding bus to all cable trays and other metal hardware within the concrete structure. Connections to the grounding bus shall be exothermic. If an exothermic weld is not possible, connections to the grounding bus shall be made by using connectors approved for direct burial in soil or concrete per UL 467. Hardware connections may be mechanical, using a lug designed for that purpose.

115-3.10 Cleanup and repair. After erection of all galvanized items, damaged areas shall be repaired by applying a liquid cold-galvanizing compound per MIL-P-21035. Surfaces shall be prepared, and compound applied per the manufacturer's recommendations.

Prior to acceptance, the entire structure shall be cleaned of all dirt and debris.

115-3.11 Restoration. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt and rubbish from the site. The Contractor shall restore all disturbed areas equivalent to or better than their original condition. All sodding, grading and restoration shall be considered incidental to the respective Item L-115 pay item.

The Contractor shall grade around structures as required to provide positive drainage away from the structure.

Areas with special surface treatment, such as roads, sidewalks, or other paved areas shall have backfill compacted to match surrounding areas, and surfaces shall be repaired using materials comparable to original materials.

Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD) and remove any such FOD that is found. This

FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

After all work is completed, the Contractor shall remove all tools and other equipment, leaving the entire site free, clear and in good condition.

115-3.12 Inspection. Prior to final approval, the electrical structures shall be thoroughly inspected for conformance with the plans and this specification. Any indication of defects in materials or workmanship shall be further investigated and corrected. The earth resistance to ground of each ground rod shall not exceed 25 ohms. Each ground rod shall be tested using the fall-of-potential ground impedance test per American National Standards Institute / Institute of Electrical and Electronic Engineers (ANSI/IEEE) Standard 81. This test shall be performed prior to establishing connections to other ground electrodes.

115-3.13 Manhole elevation adjustments. Not used this project.

115-3.14 Duct extension to existing ducts. Where existing concrete encased ducts are to be extended, the duct extension shall be concrete encased plastic conduit. The fittings to connect the ducts together shall be standard manufactured connectors designed and approved for the purpose. The duct extensions shall be installed according to the concrete encased duct detail and as shown on the plans.

METHOD OF MEASUREMENT

115-4.1 Electrical manholes and junction structures shall be measured by each unit completed in place and accepted. The following items shall be included in the price of each unit: All required excavation and dewatering;; sheeting and bracing; all required backfilling with on-site materials; restoration of all surfaces and finished grading and turfing; all required connections; temporary cables and connections; and ground rod testing

BASIS OF PAYMENT

115-5.1 The accepted quantity of electrical manholes and junction structures will be paid for at the Contract unit price per each, complete and in place. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling and placing of the materials, furnishing and installation of appurtenances and connections to duct banks and other structures as may be required to complete the item as shown on the plans and for all labor, equipment, tools and incidentals necessary to complete the structure.

Payment will be made under:

Item L-115-5.1	H20 Rated Electrical Handhole, Standard Lid, Size 1, 24"x36"x30" –Per Each
Item L-115-5.2	Aircraft Rated Electrical Handhole, Spring Loaded Lid, Size 2, 36"x60"x30" –Per Each
Item L-115-5.3	H-20 Rated Electrical Handhole, Spring Loaded Lid, Size 1, 24"x36"x36" –Per Each
Item L-115-5.4	Electrical Junction Structure, L-868B with Steel Lid - Per Each

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American National Standards Institute / Insulated Cable Engineers Association (ANSI/ICEA)

ANSI/IEEE STD 81	IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System
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Advisory Circular (AC)

AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-42	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-53	Airport Lighting Equipment Certification Program

Commercial Item Description (CID)

A-A 59544	Cable and Wire, Electrical (Power, Fixed Installation)
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ASTM International (ASTM)

ASTM A27	Standard Specification for Steel Castings, Carbon, for General Application
ASTM A47	Standard Specification for Ferritic Malleable Iron Castings
ASTM A48	Standard Specification for Gray Iron Castings
ASTM A123	Standard Specification for Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products
ASTM A283	Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates
ASTM A536	Standard Specification for Ductile Iron Castings
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A897	Standard Specification for Austempered Ductile Iron Castings
ASTM C144	Standard Specification for Aggregate for Masonry Mortar
ASTM C150	Standard Specification for Portland Cement
ASTM C206	Standard Specification for Finishing Hydrated Lime

FAA Engineering Brief (EB)

EB #83	In Pavement Light Fixture Bolts
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Mil Spec

MIL-P-21035	Paint High Zinc Dust Content, Galvanizing Repair
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National Fire Protection Association (NFPA)

NFPA-70

National Electrical Code (NEC)

END OF ITEM L-115

Item L-125 Installation of Airport Lighting Systems

DESCRIPTION

125-1.1 This item shall consist of airport lighting systems furnished and installed in accordance with this specification, the referenced specifications, and the applicable advisory circulars (ACs). The systems shall be installed at the locations and in accordance with the dimensions, design, and details shown in the plans. This item shall include the furnishing of all equipment, materials, services, and incidentals necessary to place the systems in operation as completed units to the satisfaction of the RPR.

EQUIPMENT AND MATERIALS

125-2.1 General.

a. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified under the Airport Lighting Equipment Certification Program in accordance with AC 150/5345-53, current version. FAA certified airfield lighting shall be compatible with each other to perform in compliance with FAA criteria and the intended operation. If the Contractor provides equipment that does not perform as intended because of incompatibility with the system, the Contractor assumes all costs to correct the system for to operate properly.

b. Manufacturer's certifications shall not relieve the Contractor of their responsibility to provide materials in accordance with these specifications and acceptable to the RPR. Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the RPR and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

c. All materials and equipment used shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Clearly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be clearly made with arrows or circles (highlighting is not acceptable). The Contractor shall be responsible for delays in the project accruing directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be submitted in electronic PDF format, tabbed by specification section. The RPR reserves the right to reject any or all equipment, materials or procedures, which, in the RPR's opinion, does not meet the system design and the standards and codes, specified herein.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

All LED light fixtures, with the exception of obstruction lighting (AC 150/5345-43) must be warranted by the manufacturer for a minimum of 4 years after date of installation inclusive of all electronics. Obstruction lighting warranty is set by the individual manufacturer.

EQUIPMENT AND MATERIALS

125-2.2 Conduit/Duct. Conduit shall conform to Specification Item L-110 Airport Underground Electrical Duct Banks and Conduits.

125-2.3 Cable and Counterpoise. Cable and Counterpoise shall conform to Item L-108 Underground Power Cable for Airports.

125-2.4 Tape. Rubber and plastic electrical tapes shall be Scotch Electrical Tape Numbers 23 and 88 respectively, as manufactured by 3M Company or an approved equal.

125-2.5 Cable Connections. Cable Connections shall conform to Item L-108 Installation of Underground Cable for Airports.

125-2.6 Retroreflective Markers. Not used this project.

125-2.7 Runway and Taxiway Lights. Runway and taxiway lights shall conform to the requirements of AC 150/5345-46. Lamps shall be of size and type indicated, or as required by fixture manufacturer for each lighting fixture required under this contract. Filters shall be of colors conforming to the specification for the light concerned or to the standard referenced.

Lights

Type	Class	Mode	Style	Option	Base	Filter	Transformer	Notes
L-861(L)	2	1	NA	NA	L-867	NA	Per Manufacturer	LED
L-861E(L)	2	1	NA	NA	L-867	NA	Per Manufacturer	LED
L-861T(L)	2	1	NA	NA	L-867	NA	Per Manufacturer	LED

125-2.7a LED Medium Intensity Runway Lights (MIRL) Elevated. L-861 Runway Lights shall have an LED light source. The fixtures shall conform to the requirements of FAA Advisory Circular 150/5345-46, "Specification for Runway and Taxiway Light Fixtures", and listed in AC 150/5345-53, Appendix 3, current editions, at the time of bid. The minimum rated life of the LED light source shall be 50,000 hours. The L-861(L) shall use an outer lens colored as shown on the Plans. The L-861(L) light fixture shall operate on a 6.6A circuit at 60Hz using a 6.6A (secondary) isolation transformer sized by the manufacturer. The LED runway edge lights shall not have the heater/artic kit option.

125-2.7b LED Medium Intensity Threshold Lights (MITHL) Elevated. L-861E or L-861SE Runway Threshold Lights shall an LED light source. The fixtures shall conform to the requirements of FAA Advisory Circular 150/5345-46, "Specification for Runway and Taxiway Light Fixtures", and listed in AC 150/5345-53, Appendix 3, current editions, at the time of bid. The minimum rated life of the LED light source shall be 50,000 hours. The L-861E/SE(L) shall use an optical outer lens colored as shown on the Plans. The L-861E/SE(L) light fixture shall operate on a 6.6A circuit at 60Hz using a 6.6A (secondary) isolation transformer sized per manufacturer. The LED runway edge lights shall not have the heater/artic kit options.

125-2.7c LED Medium Intensity Taxiway Edge Lights (MITL) elevated. LED taxiway edge fixtures shall be FAA Type L-861T(L), with LED light source. The fixtures shall conform to the requirements of FAA Advisory Circular 150/5345-46, "Specification for Runway and Taxiway Light Fixtures", and listed in AC 150/5345-53, Appendix 3, current editions, at the time of bid. Edge lights shall be operable from 30/45 watt transformers but shall be equipped with 10/15 watt transformers. The minimum rated life of the LED light sources shall be 50,000 hours. Lens color shall be aviation blue. Light bases shall be FAA Type L-867, Class 1, Size B, 24 inches deep. The LED taxiway edge lights shall not have the heater/artic kit options.

125-2.8 Runway and Taxiway Signs. Runway and Taxiway Guidance Signs should conform to the requirements of AC 150/5345-44.

Signs

Type	Size	Style	Class	Mode	Notes
L-858(L)	1	2	2	2	LED

125-2.8a LED Lighted Airfield Guidance Signs. LED lighted airfield guidance signs shall conform to the details shown on the Plans. All signs shall utilize a LED lamp source for illumination. Sign size, style and mode will be listed on the Plans. All signs shall be internally illuminated and shall be double-sided even if one side is blank. L-830 isolation transformers shall be provided for each sign and sized per manufacturer's recommendation. Each sign shall be supplied with an "on/off" switch (shorting type disconnect switch) with cover over the "on/off" switch to allow for safe operations and maintenance of the sign and light source when the lighting circuit is energized. Signs shall be installed as required for FAA certification. Signs shall have stainless steel bird spikes fastened to the entire top of the sign. Signs shall have tethers on each side, regardless of sign size or length.

125-2.9 Runway End Identifier Light (REIL). The REIL fixtures shall be provided by the FAA.

125-2.10 Precision Approach Path Indicator (PAPI). The light units for the PAPI shall be provided by the FAA. Verify with FAA all PAPI equipment to be provided by the Contractor.

125-2.11 Circuit Selector Cabinet. Not used this project.

125-2.12 Light Base and Transformer Housings. Light Base and Transformer Housings should conform to the requirements of AC 150/5345-42. Light bases shall be Type L-867 and L-868, Class 1A, Size B, shall be provided as indicated or as required to accommodate the fixture or device installed thereon. Base plates, cover plates, and adapter plates shall be provided to accommodate various sizes of fixtures.

125-2.13 Isolation Transformers. Isolation Transformers shall be Type L-830, size as required for each installation. Transformer shall conform to AC 150/5345-47.

125-2.14 Miscellaneous Lighting Equipment. In addition to the fixture requirements, the Contractor shall provide the following miscellaneous lighting equipment:

Elevated LED Medium Intensity Runway Light (MIRL)

2 Spare MIRL, L-861(L) complete light fixtures (include stem, base plate, and isolation transformer) (1 W/W and 1 W/Y)

4 Spare MIRL, L-861(L) light engines (fixture only) (2 W/W and 2 W/Y)

10 Spare Frangible Couplings

4 Spare Isolation Transformers

2 Spare Lens Assemblies (or 2 more light engines if only available as a single unit)

Elevated LED Medium Intensity Threshold Light (MITHL)

2 Spare MITHL, L-861E(L) complete light fixtures (include stem, base plate, and isolation transformer)

2 Spare MITHL, L-861E(L) light engines (fixture only)

2 Spare Isolation Transformers

Elevated LED Medium Intensity Taxiway Light (MITL)

2 Spare MITL, L-861T(L) complete light fixtures (include stem, base plate, and isolation transformer)

2 Spare MITL, L-861T(L) light engines (fixture only)

10 Spare Frangible Couplings

2 Spare Isolation Transformers

2 Spare Lens Assemblies (or 2 more light engines if only available as a single unit)

LED Signs

10 Spare Frangible Couplings

4 Spare Isolation Transformers (2 per each mod)

2 Spare Light Engines, or Light Source (enough to fully relight the largest sign installed in the project)

INSTALLATION

125-3.1 Installation. The Contractor shall furnish, install, connect and test all equipment, accessories, conduit, cables, wires, buses, grounds and support items necessary to ensure a complete and operable airport lighting system as specified here and shown in the plans.

The equipment installation and mounting shall comply with the requirements of the National Electrical Code and state and local code agencies having jurisdiction.

The Contractor shall install the specified equipment in accordance with the applicable advisory circulars and the details shown on the plans.

125-3.2 Testing. All lights shall be fully tested by continuous operation for not less than 24 hours as a completed system prior to acceptance. The test shall include operating the constant current regulator in each step not less than 10 times at the beginning and end of the 24-hour test. The fixtures shall illuminate properly during each portion of the test.

125-3.3 Shipping and Storage. Equipment shall be shipped in suitable packing material to prevent damage during shipping. Store and maintain equipment and materials in areas protected from weather and physical damage. Any equipment and materials, in the opinion of the RPR, damaged during construction or storage shall be replaced by the Contractor at no additional cost to the owner. Painted or galvanized surfaces that are damaged shall be repaired in accordance with the manufacturer's recommendations.

125-3.4 Elevated and In-pavement Lights. Not required for this project.

125-3.5 Removal of existing fixtures, signs and foundations. The Contractor shall carefully remove fixtures, signs and foundations as shown on the Plans. This shall include removing the corresponding base cans, sign pads or foundations. This bid item shall include restoration of the affected area to match the existing surrounding area, including acceptable fill and seeding, along with other incidentals as necessary. The Contractor shall coordinate with the Airport for a salvage area where removed fixtures and signs (including isolation transformers) shall be stored. When the last removed item is placed in the salvage area, the Airport shall have 5 business days to go through and salvage any item(s) for spare parts. Anything left in the salvage area after the 5 business days become property of the Contractor and shall be disposed of off-site. The Contractor shall restore the salvage area to previous conditions after removing any remaining items off-site.

125-3.6 Removal of VASI system. The Contractor shall remove the existing FAA owned VASI system and turn over the existing light units to the FAA. Direct buried cables shall be abandoned in place with the last 2 feet removed at each end. VASI light unit foundations shall be removed completely, and the area restored to match surrounding areas.

125-3.7 Removal of REIL system. The Contractor shall remove the existing FAA owned REIL system and turn over to the FAA. Direct buried cables shall be abandoned in place with the last 2 feet removed at each end. REIL light unit foundations shall be removed completely, and the area restored to match surrounding areas.

125-3.8 Install Elevated LED Fixtures, and Signs. Where called for on the Plans to install new LED fixtures or signs, this work shall include the installation of new light bases and sign foundation pads, isolation transformers, connectors, grounding wire, ground rods and all miscellaneous equipment and incidental necessary to provide a new fully functional sign or light of the type indicated on the Plans. All components used in this item shall be new and shall be installed as shown on the Plans.

125-3.9 Install LED REILs (FAA provided). The Contractor shall install the new LED REIL system at the location(s) shown on the Plans. FAA to provide LED REIL's, ICC units and REIL controller. The installation shall follow Plan details and manufacturer's instructions. This work shall include all work between the primary-secondary units along with the units itself including the PCA REIL RACKS. Cable, conduit and handholes from the PCA to the REIL ICC units, shall be paid for under other bid item(s). This item shall include work in the Localizer shelter as shown on the Plans.

125-3.10 Install LED PAPIs (FAA provided). The Contractor shall install the new LED PAPI system at the location(s) shown on the Plans. FAA to provide LHA PAPI units and PAPI Controller. The installation shall follow Plan details, manufacturer's instructions and FAA standards including FAA-918D, FAA-STD-019F. This work shall include all work between the PCU rack and the PAPI units, including all work inside the ground rings. Cable, conduit and handholes to the PCU rack (up to the grounding ring) shall be paid for under other bid item(s).

125-3.11 Miscellaneous Lighting Equipment. The Contractor shall deliver the miscellaneous lighting equipment to the Airport as specified above.

METHOD OF MEASUREMENT

125-4.1 New Elevated LED MIRL on new base can will be measured per each installed, completed, and accepted by the RPR.

125-4.2 New Elevated LED MITHL on new base can will be measured per each installed, completed, and accepted by the RPR.

125-4.3 New Elevated LED MITL on new base can will be measured per each installed, completed, and accepted by the RPR.

125-4.4 FAA provided LED REILs on new foundation will be measured per set, installed, completed, and accepted by the RPR.

125-4.5 FAA provided LED PAPIs on new foundations will be measured per set, installed, completed, and accepted by the RPR.

125-4.6 New LED L-858(L) Airfield Guidance Sign with new sign pad will be measured per each installed, completed, and accepted by the RPR.

125-4.7 Miscellaneous Lighting Equipment will be measured per lump sum, delivered and accepted by the RPR.

125-4.8 Remove fixtures will be measured per each, removed fixture, restoration and accepted by the RPR.

125-4.9 Remove guidance signs will be measured per each, removed sign, restoration and accepted by the RPR.

125-4.10 Remove FAA owned REILs will be measured per set, removed REIL system, restoration and accepted by the RPR.

125-4.11 Remove FAA owned VASIs will be measured per set, removed VASI system, restoration and accepted by the RPR.

BASIS OF PAYMENT

125-5.1 New fixtures on new base cans will be paid at the Contract unit price per each item installed and accepted by the RPR. This price shall include full compensation to furnish all materials, labor, equipment, excavation, preparation, assembly, associated light base, concrete, cover, hardware, fixture, light source, isolation transformer, wiring grounding, testing, incidentals and associated items as are applicable for a complete and operational installation.

125-5.2 New LED L-858(L) Airfield Guidance Sign with new pad will be paid at the Contract unit price per each item installed and accepted by the RPR. This price shall include full compensation to furnish all materials, labor, equipment, excavation, preparation, assembly, associated light base, concrete, cover, hardware, fixture, light engine, isolation transformer, wiring grounding, testing, incidentals and associated items as are applicable for a complete and operational installation.

125-5.3 Install FAA provided LED PAPI on new foundations will be paid at the Contract unit price per set, installed and accepted by the RPR. This price shall include full compensation to furnish all materials, labor, equipment, excavation, preparation, assembly, associated PCA rack, concrete, cover, hardware, wiring grounding, lightning arrestors, L-810(L) dual head obstruction light, photocell, disconnects, square ducts, testing, incidentals and associated items as are applicable for a complete and operational installation.

125-5.4 Install FAA provided LED REILs with new foundation will be paid at the Contract unit price per set, installed and accepted by the RPR. This price shall include full compensation to furnish all materials, labor, equipment, excavation, preparation, assembly, associated foundations, concrete, cover, hardware, LED REIL units, PCA rack, wiring grounding, disconnects, current sensing transformer, testing, work in Localizer shelter, incidentals and associated items as are applicable for a complete and operational installation.

125-5.5 Miscellaneous Lighting Equipment will be paid at the Contract unit price per lump sum, furnished and delivered by the Contractor. This price shall include full compensation to furnish all materials, labor, incidentals and associated items as are applicable to complete this item.

125-5.6 Removal of Fixtures, Signs, and foundations will be paid at the Contract unit price per each, removed, restored and accepted by the RPR. This price shall include full compensation to furnish all materials, labor, equipment, preparation, disassembly, removal of associated foundations, concrete, incidentals and associated items as are applicable for a complete removal and restoration of the area, accepted by the Engineer.

125-5.7 Removal of FAA Owned VASI and REIL systems will be paid at the Contract unit price per set, removed, restored and accepted by the RPR. This price shall include full compensation to furnish all materials, labor, equipment, preparation, disassembly, turning over to FAA, removal of associated foundations, concrete, incidentals and associated items as are applicable for a complete removal and restoration of the area, accepted by the Engineer.

Payment will be made under:

Item 125-5.1a LED Medium Intensity Runway Edge Light, L-861(L), per each

Item 125-5.1b	LED Medium Intensity Threshold Edge Light, L-861E(L), per each
Item 125-5.1c	LED Medium Intensity Taxiway Edge Light, L-861T(L), per each
Item 125-5.2a	LED Guidance Sign, Size 1, L-858(L), Style 2, per each
Item 125-5.2b	LED Guidance Sign, Size 1, L-858(L), Style 2 , per each
Item 125-5.3	FAA-Furnished LED PAPI, L-880(L), per set
Item 125-5.4	FAA-Furnished LED Runway End Identification Light, L849(L), per set
Item 125-5.5	Miscellaneous Lighting Equipment, per lump sum
Item 125-5.6a	Remove Rwy Fixture, per each
Item 125-5.6b	Remove Twy Fixture, per each
Item 125-5.6c	Remove Airfield Guidance Sign, per each
Item 125-5.6d	Remove Rwy Threshold Edge Light, per each
Item 125-5.7a	Remove FAA Owned VASI System, per lump sum
Item 125-5.7b	Remove FAA Owned Rwy 33 REIL System, per lump sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5340-18	Standards for Airport Sign Systems
AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-5	Circuit Selector Switch
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-28	Precision Approach Path Indicator (PAPI) Systems
AC 150/5345-39	Specification for L-853, Runway and Taxiway Retroreflective Markers
AC 150/5345-42	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
AC 150/5345-44	Specification for Runway and Taxiway Signs
AC 150/5345-46	Specification for Runway and Taxiway Light Fixtures
AC 150/5345-47	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
AC 150/5345-51	Specification for Discharge-Type Flashing Light Equipment
AC 150/5345-53	Airport Lighting Equipment Certification Program

Engineering Brief (EB)

EB No. 67	Light Sources Other than Incandescent and Xenon for Airport and Obstruction Lighting Fixtures
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Section 4

Additional Related Specifications

ITEM NS-100 ELECTRICAL WORK, GENERAL

DESCRIPTION

100-1.1 The electrical work to be performed under this Contract shall include the furnishing of all supervision, labor, materials, tools, equipment and all incidentals necessary to install new cabling, light fixtures, underground duct, the removal of existing items as shown in plans and restoration to match the existing surface, in accordance with the Federal Aviation Administration Advisory Circular 150/5370-10H, or latest version. All items must be listed as approved in AC 150/5345-53C, or latest version, latest addendum, in effect on the date of advertisement. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable FAA specification. The Contractor shall furnish written proof of FAA approval on all equipment covered by FAA specifications. All other equipment and material shall be subject to approval by the Engineer and shall meet the Buy American requirements of the FAA.

All equipment and materials installed on this Contract must be in strict accordance with the plans and specifications. Any deviations from the Contract documents will be rejected during shop drawing review. The Engineer, at his or her discretion, will determine if said deviations are acceptable and will notify all bidders of the change through issue of addendum.

All work shall be performed in strict accordance with these contract specifications, and drawings and any instructions furnished by the Engineer during execution of the work to aid in interpretation of the drawings or specifications.

The Federal Aviation Administration requires certification that the electrical equipment used in this project meets their requirements. The following testing companies have been accepted by the FAA as Third Party Certifiers under the Airport Lighting Equipment Certification Program:

Intertek Testing Services (Formerly ETL Testing Laboratories, Inc.)
(800) 345-3851

100-1.2 Summary of Work. The work to be performed shall include furnishing all labor, supplies, materials, equipment, tools, transportation, and services required to augment, move, install, and complete electrical work as specified herein and as shown on the contract drawings.

This work shall include, but is not limited to, the following:

b. Protect the existing airport vault from any damage to building, equipment, and wiring while adding to or improving the existing equipment in accordance with the plans.

c. Remove elevated light fixtures as indicated on plans.

e. Furnish and install underground cable in accordance with specifications, at the locations shown on the plans.

f. Furnish and install PVC conduit at the locations indicated and in accordance with specifications, ready for installation of cable.

g. Ground all signs, light bases, equipment, enclosures, regulators, controls, and conduits installed under this contract as shown in the plans and as required by AC 150/5340-30J, or current edition.

h. Furnish and install new handholes as indicated on plans.

i. Other items required to complete work are foregoing. The omission of express reference to any parts necessary for complete installation, or that are reasonably incidental to installation, shall not be construed as releasing the Contractor from furnishing such parts.

j. The Contractor shall keep all ducts, can banks and manholes covered on a daily basis, to prevent any water or other material from infiltrating the system during construction. In addition, all fixture cans, conduits, and can banks shall be thoroughly cleaned as required in the plans and specifications, prior to installing any lights and transformers.

All items of general work required, such as excavation, cutting, patching, etc., included in this Contract shall be performed by experienced and skilled persons to obtain only the best workmanship. All equipment shall be set square and true with construction. The work shall be under constant supervision by the Contractor or by an authorized and competent foreman with a minimum of five years' experience until its completion.

The Contractor shall at all times keep the construction areas free from accumulations of waste material and rubbish and, prior to completion of work, remove any rubbish from and about the project as well as all tools, cable reels, equipment, and materials not a part of the completed project. Upon completion of the construction, the Contractor shall leave the work and premises in a clean, neat, and workmanlike condition satisfactory to the Engineer. The Contractor shall be responsible for the proper performance in all respects, in whole and in part, of the electrical equipment until acceptance of the entire work by the Engineer.

The electrical construction and installation shall be complete, and the Contractor shall furnish all equipment necessary for the satisfactory installation and operation of electrical apparatus and for the operation of the electrical system as indicated, whether specifically mentioned or not.

The Contractor shall submit a detailed construction schedule for all work to be performed. If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the work within the contract time and modify his operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the progression of the work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations. A minimum of three (3) working days advance notice shall be given to the Engineer and approval received for any disconnections or shutdowns.

100-1.3 Drawings. The drawings, which constitute an integral part of this Contract, shall serve as the working drawings. They indicate the extent and general layout of the lighting system, arrangement of circuits, cables through ducts, connections to existing circuit cables, and other work. Field verification of scale dimensions is required to determine actual locations, distance, and levels. No extra compensation will be allowed because of differences between work shown on the drawings and measurements in the field. The Contractor shall check the plans and specifications and, if any portion of the work is found to be

omitted, unclear, or in error, the Contractor shall immediately notify the Engineer. The direction of the Engineer shall be followed and the work completed accordingly.

The design drawings may be utilized in the preparation of the shop or working drawings showing the permanent construction as actually made.

The plans and specifications are complementary and what is called for in either one shall be binding as if called for in both.

Where a disagreement exists between the plans and specifications, the item or arrangements of better quality, greater quantity, or higher cost shall be included in the base bid.

100-1.4 Shop Drawings. Before any equipment is ordered and prior to commencement of installation of the electrical systems, a complete schedule of materials and detailed shop drawings covering all items of equipment proposed for installation shall be submitted for approval by the Engineer. Shop drawings shall include, but not be limited to:

- a. Physical dimensions and weights of all equipment
- b. Operating ratings and specifications of all equipment and cable.

The submittal shall initially include PDF of catalog cuts, diagrams, drawings, brochures, or other such descriptive data as may be required by the Engineer. No equipment shall be ordered or put into manufacture until these shop drawings or brochures have been approved by the Engineer. The Engineer will be allowed ten (10) working days to review all shop drawings or brochures. The Engineer's review shall be based on a complete submittal covering all items to be furnished and installed under the contract. In the event any items, materials or equipment contained in the schedule fail to comply with specification requirements, such items will be rejected.

100-1.5 Site Conditions. The existence of any known buried wires, conduits, pipes, ducts or other facilities is shown in a general way only. It will be the duty of the Contractor, with the help of airport and FAA personnel, to visit the site and make exact determination of the existence and location of any facilities prior to commencing any work. It is understood that the Contractor will be responsible for making the exact determination of the location and condition of such facilities. Any costs shall be paid by the Contractor.

All items damaged by the Contractor's workers or equipment shall be replaced immediately at the Contractor's expense.

100-1.6 Codes. The Contractor shall comply with all ordinances, laws, regulations, and codes applicable to the work involved. This does not relieve the Contractor from furnishing and installing work shown or specified which may be beyond the requirements of such ordinances, laws, regulations, and codes.

Regular inspections shall be requested by the Contractor as required by any and all regulations. All charges for the inspection called for by regulating agencies of installation or plans and specifications shall be paid by the Contractor.

100-1.7 Maintenance and Operating Instructions. The Contractor shall provide the Owner with complete instructions in the proper care and operation of the equipment installed under this contract. This is

considered part of the final inspection, and final acceptance will not be given until the Owners representative is knowledgeable about the system.

100-1.8 Maintenance and Operating Manual. The Contractor shall collect and assemble details, instructions, schematics of actual equipment and operation, and directions supplied by the manufacturer with all equipment. Final acceptance of the work will be withheld until such data has been completely presented to the Engineer for transmission to the Owner.

100-1.9 As-Built Drawing Notes. The Contractor shall mark up one set of blue-line prints to show the as-built conditions which differ from the original. The Contractor will furnish a newly printed set of blue-line drawings for this purpose. As-builts shall be kept up daily and initialed off by the Contractor and Engineers inspector weekly. There shall be sufficient detail, including station numbers, markers, panel circuit numbers, all splice points in the airfield circuits etc., to allow for easy location and correcting tracings. This work shall be completed and accepted by the Engineer before approval of final payment.

100-1.10 Installation Methods. The method used for the installation of electrical systems and equipment shall conform to the National Electrical Code (NEC), the National Electrical Contractors Association (NECA) published "Standard of Installation" except where specifically specified or shown otherwise, and to any state and local codes.

All electrical materials, construction methods, and installation shall be in accordance with applicable Federal Aviation Administration's advisory circulars, the latest edition, including amendments, of the Electrical Code, and the American National Standards Institute Standard C2, latest edition.

All ferrous metalwork shall be galvanized. If any galvanizing is damaged, the metalwork shall be refinished by cleaning, treating with one coat of wash primer conforming to Federal (military) specification MIL-P-152388, and given one shop coat of zinc-rich base paint (zinc dust paint) conforming to Federal Specification TI-P-641F Type II, immediately when the wash primer is dry.

In order to prevent deterioration due to corrosion, all bolts, nuts, studs, washers, pins, terminals, springs, hangers, and similar fastenings and fittings shall be, where practicable, of an approved corrosion-resisting material such as stainless steel, brass, or bronze, or of a material treated in an approved manner to render it adequately resistant to corrosion. Hot-dip galvanizing per ASTM Specification A 153 will be considered such approved treatment for all ferrous hardware. Cap screws, set screws, and tap bolts shall be of stainless steel, brass, or bronze.

100-1.11 Quality Assurance.

a. Workmanship. Workmanship shall be consistent with the best commercial practices for installation of this type.

b. Materials. Materials and equipment shall be specified herein. When materials are used that are not specifically designated herein, they shall be in accordance with the best industry standards and practices for equipment of this type. All components and parts shall be suitable for operation under the environmental conditions specified herein and as shown on the plans. Metal parts shall be either inherently corrosion-resistant or shall be suitably protected to resist corrosion or oxidation during extended service life.

c. Parts Rating. All parts shall be of adequate rating for the application and shall not be operated above the parts manufacturer's recommended ratings.

d. Environmental Conditions. The equipment installed outdoors shall be designated for continuous outdoor operation under the following environmental conditions:

- (1) Temperature - Any ambient temperature from minus 20°F to plus 120°F.
- (2) Altitude – 1000' MSL.
- (3) Humidity - Up to 100 percent
- (4) Sand and Dust - Exposure to windblown sand and dust particles.
- (5) Wind - Airfield signs shall be operable in wind velocities up to 200 mph per AC 150/5345-44J or current edition.
- (6) Water - Components provided for underground installation, directly buried or installed in underground housing, shall be suitable for continuous operation submerged in water.

100-1.12 Testing. The Contractor shall furnish all equipment and appliances necessary to test the completed systems. The installation of all equipment will be inspected by a representative of the Engineer while being installed. Before the acceptance inspections and tests are to be made, the Contractor shall notify the Engineer by written notice when they are ready.

SAFETY RULES

100-2.1 Quality Assurance. Safety is the responsibility of everyone and must be practiced in every activity that is performed. The Electrical Safety Rules shall include local operational procedures, local, state, and OSHA requirements and shall be observed and complied with in every detail. Any violation there of the safety rules shall be cause for immediate termination of the Contractor's authority to proceed with the work and recourse to his Surety for completion of the Project. Some of the Electrical Safety Rules are as follows:

a. The Contractor shall be responsible for conforming to the safety requirements of Appendix 1 of AC 150/5370-2G, or current edition.

b. Electrical circuits shall be de-energized before work is accomplished thereon.

c. Electrical circuits shall be considered de-energized only when one of the following conditions exists:

- (1) Switches connecting subject circuit to the energy supply are observed in the OPEN position, with an air break, and safety-tagged (padlocked) in the OPEN position;
- (2) Electrically operated switches are visibly OPEN, blocked or racked in the OPEN position, and safety tagged OPEN;
- (3) Whenever the supply circuit breaker is not visible and clearly identified, the circuit shall be grounded. The ground connection shall be safety-tagged before work thereon, when the ground connection is not within sight of the work area.

- (4) Oil switches observed OPEN in a sight window, and tagged OPEN; or oil fuse cutouts with fuse carrier removed and tagged OPEN.

d. Use of Red Safety Tags:

- (1) Safety tags shall be filled out and connected to any de-energized switch or equipment opened for protection of personnel working on that circuit.
- (2) Safety tags shall be removed only by the employee who placed the tag.
- (3) Equipment with a safety tag attached shall not be operated, and connections with a safety tag attached shall not be changed.

In addition to the electrical safety rules the electrical contractor shall be familiar and knowledgeable with National Fire Protection Association (NFPA) 70E, Standard for Electrical Safety in the Workplace. Should a conflict between the safety rules and/or this document occur, the stricter (safer) shall apply.

MEASUREMENT AND PAYMENT

100-3.1 No separate measurement or direct payment are applicable to items within this NS-100 specification.

MATERIAL REQUIREMENTS

WW-C-581	Conduit, Metal, Rigid; and Coupling, Elbow; and Nipple, Electrical Conduit: Zinc-Coated.
AC 150/5340-30J	Design and Installation Details for Airport Visual Aids
AC 150/5340-18F	Standards for Airport Signs System
AC 150/5345-42J	Specification for Airport Light Bases, Transformer Houses, Junction Boxes, and Accessories
AC 150/5345-44J	Specification for Taxiway and Runway Signs
AC 150/5345-46D	Specification for Runway and Taxiway Light Fixtures
FAA-STD-019E	Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Electronic Equipment

END OF ITEM NS-100

ITEM NS-101 LOCATE AND PROTECT EXISTING EQUIPMENT

DESCRIPTION

101-1.1 This Work includes the testing and location of all power and control circuits that are located within the construction area or haul routes, providing prompt repair or replacement of electrical cables or equipment damaged during construction operations, careful handling of any FAA installed cables or equipment encountered during construction and/or removal/reinstallation of existing cables. This also includes protecting existing equipment in the area of construction.

CONSTRUCTION METHODS

101-2.1 Immediately prior to construction, locate and mark all existing circuits and utilities in the area of new construction with paint or flagging throughout the area.

The Contractor is entirely responsible for location and identifying existing underground cables and equipment. Do not, under any circumstances, deliberately plow, trench or work across existing utilities for the sole purpose of locating cables. Cable, utilities and equipment that is cut or damaged, and is not designated for replacement shall be replaced at the Contractors expense in its entirety.

It is the Contractor's responsibility to maintain all marked or flagged routes. Re-apply paint or re-flag as needed.

101-2.2 Obtain megger test readings of all airport circuits that will be encountered during construction, including those crossed by haul routes or access roads, shall be taken in the presence of the Owner and the Engineer. If the Contractor notes problems in the existing circuits prior to starting Work, these circuits may be repaired by the owner or noted to the mutual satisfaction of the Contractor and the Owner as not being the responsibility of the Contractor. Test circuits repaired by the Owner once again prior to construction.

101-2.3 Upon completion of construction, in the presence of the Owner and the Engineer, megger test all airport circuits encountered during construction. Repair all portions of circuits that have been damaged during construction. Damaged circuits are any circuit with a lower megger reading than prior to construction.

101-2.4 The excavation, cutting, removal, and reinstallation of existing cables as required in the Contract Documents shall be incidental to this Pay Item. The Contractor's superintendent or on-site representative must remain in communication with the Engineer until such repairs are completed and the lighting system has been checked for operation and accepted by the Owner.

METHOD OF MEASUREMENT

101-3.1 Locate and protect existing Airfield Electrical will be measured for payment as a complete unit per Lump Sum.

BASIS OF PAYMENT

101-4.1 Payment will be made at the Contract Lump Sum price for Locate and Protect Existing Airfield Electrical and will be full compensation for furnishing al materials for locating, protecting, and testing existing circuits and for all labor, equipment, tools, and incidentals necessary to complete this Pay Item as required.

Standard Pay Items for Work covered by this Specification are as follows:

Item NS-101	Locate and Protect Existing Airfield Electrical - per Lump Sum
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END OF ITEM NS-101

ITEM NS-110 DIRECTIONAL BORING

DESCRIPTION

110-1.1 Work under this section shall require the contractor to install pipeline by the directional boring method.

110-1.2 Directional boring shall be defined as the ability to steer and electronically monitor the location and depth of the cutting bit.

110-1.3 Boring accuracy shall be within six (6) inches.

110-1.4 Mechanical, pneumatic or water-jetting methods will not be considered or paid for as directional boring.

MATERIALS

110-2.1 Materials are defined as pipe or conduit that becomes the installed product.

110-2.2 Use materials that are appropriate for the stresses generated by the selected equipment and field conditions but shall not be less than 2-inch high density polyethylene pipe with dimension ratio of SDR 9.

110-2.3 Ensure that the appropriate material is used to retain compliance once it is installed.

CONSTRUCTION METHODS

110-3.1 The contractor shall provide work reference for whom similar work has been conducted. A minimum of five-year directional boring experience is required. A contact name and telephone number are required for each reference.

110-3.2 Maintain drilling logs that accurately provide drill bit location (horizontally and vertically) at least six (6) inch along the drill path. In addition, keep logs that record, as a minimum the following, every 15 minutes throughout each drill pass, back ream, or pipe installation:

- a. Drilling Fluid Pressure
- b. Drilling Fluid Flow Rate
- c. Drilling Thrust Pressure
- d. Drilling Pullback Pressure
- e. Drilling Head Torque

Make all instrumentation, readings, and logs available to the Engineer at all times during operation and provide a copy to the Engineer after installation is complete.

110-3.3 Boring shall be performed by a fluid-cutting process utilizing a liquid clay/Bentonite.

110-3.4 The liquid clay shall maintain boring stability and provide lubrication while the pipe is being installed:

a. Liquid clay must be totally inert and contain no environmental risk.

110-3.5 After an initial bore hole is completed, a reamer shall be installed at the termination pit and the reamer with the pipe shall be pulled back to the starting pit.

110-3.6 The reamer shall be capable of discharging liquid clay to facilitate the installation of the pipe into a stabilized and lubricated boring.

110-3.7 The timing of all boring processes is critical. Install a product into a borehole within the same day that the pre-bore is completed to ensure necessary support exists.

110-3.8 Sump pits are required to contain drilling fluids if vacuum devices are not operated throughout the drilling operation, unless approved by the engineer. Upon completion of the boring and pipe installation, the contractor shall remove all spoils from the boring pits and restore the pits and all areas disturbed by the boring operation to their original condition. All drilling spoils and excess material shall be removed and disposed of off-site in accordance with local, state, and federal regulations and required permitting. Offsite disposal of spoils and excess material is incidental and shall not be paid for separately.

110-3.9 Ensure that entry and exit pits are of sufficient size to contain the expected return of drilling fluids and soil cuttings. Ensure that all drilling fluids are disposed of or recycled in a manner acceptable to the appropriate local, state or federal regulatory agencies.

110-3.10 When drilling in suspected contaminated ground, test the drilling fluid for contamination and appropriately dispose of it at an offsite location in accordance with local, state, and federal regulations. Remove any excess material upon completion of the bore and dispose of offsite. If in the drilling process it becomes evident that the soil is contaminated, contact the Engineer immediately. Do not continue drilling without the Engineer's approval.

110-3.11 Pipe tie-ins shall not be made for a minimum of twenty-four (24) hours after the pull to allow the pipe to recover from the pulling stress.

110-3.12 The contractor shall be responsible for repairing any damage resulting in heaving, settlement, separation of pavement, escaping drilling fluid (frac-out), or any other damage caused by the drilling operation, at no cost to the airport.

110-3.13 When required by the Engineer, provide detailed plans which show how damage to any runway or taxiway pavement will be remedied. When remediation plans are required, they must be approved by the engineer before any work proceeds.

110-3.14 If an obstruction is encountered during boring which prevents completion of the installation in accordance with the design location and specification, the pipe may be taken out of service and left in place at the discretion of the Engineer. Immediately fill the product left in place with excavatable flowable fill. Submit a new installation procedure and revised plans to the engineer for approval before resuming work at another location. If damage is observed to an existing airport facility, cease all work until resolution to minimize further damage and a plan of action for restoration is obtained and approved by the Engineer.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

110-4.1 Measurement for directional boring of a pipeline shall be made along the center of the pipeline after the boring is completed and the pipe is cut to its finished length. No allowances will be made for additional pipe needed to perform the boring operation. No additional allowances will be made for additional bores required to perform this work.

110-4.2 The basis of payment shall be by the linear foot and shall include:

- a. Labor, material and equipment
- b. Boring pits
- c. Drilling fluid/pulling lubricant
- d. Removal and disposal of drilling spoils, offsite
- e. Backfilling and compacting boring pits
- f. Restoring and landscaping all areas disturbed by the boring operation

110-4.3 Payment shall be made under:

Item No. NS-110.1	Directional Bore 2W-2" HDPE	- per linear foot
Item No. NS-110.2	Directional Bore 2W-4" HDPE	- per linear foot

END OF ITEM NS-110

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Section 5

Supplemental Documents

TECHNICAL MEMORANDUM

Geotechnical Exploration
Runway Rehabilitation Project
Ukiah Airport
Ukiah, California

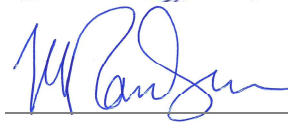
Date: October 19, 2017
Project No.: 7403.05

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Senior Geotechnical Engineer



Attachments: Figures:

Appendix 1:
Appendix 2:

Figure 1 – Site Vicinity Map
Figure 2 – Site Plan
Boring Logs
Laboratory Test Results



1.0 INTRODUCTION

This memorandum presents the results of a geotechnical exploration performed by LACO Associates (LACO) for the planned rehabilitation and taxiway realignment of Runway 15-33 at the Ukiah Airport in Ukiah, California (the Runway). A Site Vicinity Map and Site Map are presented in Figures 1 and 2 respectively.

The rehabilitation and taxiway realignment effort will consist of reducing the width of 4,415 foot long runway from 150 feet to 75 feet, demolishing taxiways B and D, constructing new taxiways A2 and A4. Rehabilitation is anticipated to consist of cold-in-place recycling with a 2-inch asphalt top lift. The import of additional aggregate base (AB) material to supplement the recycled material may be required depending on the existing structural section.

LACO's scope of services was limited to performing a subsurface investigation, laboratory testing, engineering evaluations, and preparing a report that summarized the results of our services.

2.0 FIELD EXPLORATION

On May 1, 2017, LACO explored subsurface conditions along the Runway by drilling ten test borings (B1-B10), 4.5 to 6 feet deep, at the approximate locations shown in Figure 2. Test borings were drilled by Pearson Drilling of Forestville, California, using a drill rig equipped with an 8-inch diameter solid flight auger. A LACO geologist logged the soils in general accordance with the American Society for Testing and Materials (ASTM) Test Procedure D2488, and obtained both disturbed and relatively undisturbed soil samples for laboratory testing. Boring logs are presented in Appendix 1. Composite samples were collected from the following: B2 at 1.5 to 6 feet, B6 at 1.5 to 6 feet, B8 from 1 to 5 feet, and B10 from 1 to 5 feet.

Soil samples were transported to LACO's materials testing laboratory in Santa Rosa, California, where they were observed to confirm field classifications and to select samples for laboratory testing. The following laboratory tests were performed on selected soil samples; test results are presented in Appendix 2.

- Moisture Content and Unit Weight (ASTM D2216 and 2937);
- Particle Size Analysis (ASTM D422);
- Atterberg Limits (ASTM D4318);
- Maximum Density of Soil using Standard Effort (ASTM D-698); and
- California Bearing Ratio (ASTM D1883).

California Bearing Ratio (CBR) tests were performed on the four composite samples to provide the necessary bearing ratio for pavement design. CBR tests performed on composite samples from borings B2 and B6 were compacted in the CBR mold to match the in-place densities derived from unit weight test results. This was performed to assess the bearing ratio of the in-situ soils for consideration of not reworking the subgrade soils. CBR tests performed on composite samples from B8 and B10 were compacted to approximately 95% relative compaction from the maximum dry density using standard effort (ASTM D698) test results.

3.0 RESULTS

3.1.1 Surface Conditions

Runway 15-33 is 4,415 feet long, 150 feet wide, asphalt concrete (AC) paved, and oriented in the northwest direction. The ground surface slopes gently in a southeast direction with elevations ranging from 615 to 593 feet above mean sea level.

3.1.2 Subsurface Conditions

3.1.2.1 Site Geology

The site is located on the west side of the Russian River Valley, in the Mendocino Mountain Range which forms part of the Coast Ranges Geomorphic Province of Northern California (CGS, 2006). According to

published geologic maps (Jennings, 1960) the site is underlain by recent alluvial deposits associated with the Russian River floodplain. These deposits are described as unconsolidated lenticular deposits of clay, sand, and gravel, of moderate to high permeability. The area west of the site is mapped as underlain by Quaternary (approximately 11,700 to 2.6 million years old) non-marine terrace deposits. These deposits are described as unconsolidated silty sand and gravel, silt, and clay, of moderate to low permeability.

3.1.2.2 Pavement Section

The results of our exploration indicate that the Runway surface consists of AC paving that is underlain by AB. Pavement section component thicknesses at our boring locations are summarized in Table 1 and presented in the borings logs (Appendix 2).

Table 1. Thickness of Pavement Section Components and Fill at Test Boring Locations

Boring Number	Asphalt Concrete Thickness (inches)	Aggregate Base Thickness (inches)
B1	7	9.5
B2	6	11
B3	7	8.5
B4	7	8.5
B5	8	7
B6	8	8.5
B7	4	20
B9	5	16

3.1.2.3 Soil Conditions

Beneath the runway pavement section in borings B1 through B4, we encountered yellowish brown, loose to medium dense clayey sand with gravel (SC) up to 4.5 feet thick. Below pavement section in B5 we encountered 2.5 feet of olive, medium stiff, sandy lean clay (CL) overlying 2 feet of yellowish brown, dense, silty sand with gravel (SM). Beneath pavement section in B6 we encountered 1.5 feet of olive, medium stiff, sandy lean clay (CL), underlain by approximately 2 feet of yellowish brown, very stiff, sandy lean clay with gravel. (CL). Beneath the pavement in B7, we encountered approximately 3 feet of yellowish brown, stiff, sandy lean clay (CL). In B8, we encountered 5 feet of yellowish brown, medium dense, silty sand. Beneath the pavement in B9, we encountered approximately 3 feet of yellowish brown, very dense clayey sand with gravel. Lastly, in B9 we encountered 2 feet of yellowish brown, medium dense, silty sand (SM), overlying 3 feet of yellowish brown, medium dense, silty sand with gravel (SM).

3.1.2.4 Groundwater Conditions

Free groundwater was not encountered in our borings during our field exploration.

4.0 CONCLUSIONS

Our exploration indicates the project is feasible from a geotechnical engineering standpoint. On the basis of the above observations and our experience, we conclude that the rehabilitation of the Runway can proceed as planned.

5.0 RECOMMENDATIONS

5.1 Runway Rehabilitation

As described above, the existing pavement section will be pulverized in place. This effort will result in a blend of pulverized AC and the underlying AB material. We recommend that the resulting blend be moisture conditioned, either wetted or dried back, to near the optimum moisture content and compacted to at least 95 percent relative compaction or per Federal Aviation Administration (FAA) requirements (FAA, 2009). The resulting subgrade surface should be kept wet until covered with hot mix asphalt.

Pavement should be designed using a CBR value of 14 for recycled soils compacted to 95% relative compaction of the maximum dry density using standard effort (ASTM D698). If soils are not reworked and compacted, we recommend designing the pavement using a CBR value of 1.

5.2 Subgrade Preparation

New pavement and/or shoulder areas should be cleared and stripped to remove vegetation and surface soil containing organic matter. This material is unsuitable for use in compacted fill but may be stockpiled for later use in landscape areas. We estimate the required depth of stripping in areas with topsoil will generally be about 3 inches.

The exposed subgrade soils should be scarified to a minimum depth of 6 inches, moisture conditioned to wet of the optimum moisture content and compacted at least 95 percent relative compaction of maximum dry density using standard effort (ASTM D698) or per FAA requirements (FAA, 2009).

In areas of heavy deflection or pumping, we recommend over-excavation and replacement of soil with select fill placed and compacted as recommended below. As an alternative, the application of a geotextile fabric (such as Tensar® TX170, or equivalent) may be placed over the affected area in accordance with the manufacturer's recommendations.

The soil subgrade should be observed by the Geotechnical Engineer (or qualified representative) and density test performed to check that it is smooth and unyielding prior to placement of AB. Site grading work should be performed during the summer months to avoid complications related to potential perched groundwater and saturated soils.

5.3 Fill Placement

If fill material is needed to achieve planned subgrade elevations, it should meet or exceed the requirements for select fill. Select fill should be free of organic material and satisfy the following criteria:

Liquid Limit	40 percent or less
Plasticity Index	15 percent or less
Material passing No. 200 sieve	10 to 60 Percent
Maximum rock size	2 inches

Select fill should be placed in layers not exceeding 8 inches in loose thickness, moisture conditioned to wet of the optimum moisture content and compacted to a least 95 percent relative compaction of maximum dry density using standard effort (ASTM D698) or per FAA requirements (FAA, 2009).

5.4 Aggregate Base Quality and Compaction Standard

Aggregate base (for use in constructing new shoulders or to supplement the AC-AB blend described above) should be free of organic matter, and other deleterious material, and conform to the requirements described in Item P-209 (FAA, 2014). It should be spread in loose lifts of 6 to 8 inches thick, moisture conditioned to near optimum moisture content, and compacted to at least 100 percent relative compaction or per FAA requirements (FAA, 2009). The resulting subgrade should be maintained near its optimum moisture contents until covered by asphalt.

6.0 FUTURE GEOTECHNICAL SERVICES

During the design phase, we recommend that LACO review the construction drawings and specifications, to check that they conform to the intent of the recommendations presented in this report. During construction, LACO should observe subgrade preparation, observe fill placement and compaction, and perform field and laboratory tests to check that the work is performed in accordance with the project construction drawings and specifications.

7.0 LIMITATIONS

This memorandum has been prepared for the exclusive use of Mead & Hunt, its contractors and subconsultants, and appropriate public authorities for specific application to the project development. LACO has endeavored to comply with the generally accepted geotechnical engineering standard of care common to the local area, and makes no other warranty, express or implied.

The findings, analyses, and recommendations contained in this memorandum are based on data obtained from subsurface exploration and/or laboratory tests. The exploration methods used indicate subsurface conditions only at specific locations, only at the time they were observed, and only to the depths penetrated. Exploration locations cannot always be relied upon to accurately reflect stratigraphic variations, nor do they necessarily represent conditions at any other time or location.

The recommendations included in this memorandum are based in part on assumptions about subsurface conditions that may only be confirmed during earthwork. Accordingly, the validity of these recommendations is contingent upon LACO being retained to provide additional professional services during project design and construction. LACO cannot assume responsibility or liability for the adequacy of the Report recommendations when they are applied in the field unless LACO is retained to observe

construction. Please contact us to further discuss the extent of such observations required to check the validity of our recommendations.

This memorandum's findings, conclusions, or recommendations should not be used if the nature, design, or location of the proposed project development is changed. If changes are contemplated, LACO should be consulted to review their impact on the applicability of the findings, conclusions, or recommendations contained in this memorandum. Also, LACO will not be responsible for any claims, damages, or liability associated with any other party's interpretation of the subsurface data or reuse of this memorandum for other projects or at other locations without the express written authorization of LACO.

8.0 REFERENCES

- California Division of Mines and Geology (CDMG) Map Sheet9, scale 1:62,500, 1968, Geology of the Kelseyville quadrangle, Sonoma, Lake, and Mendocino Counties, California.
- California Geological Survey (CGS), 2006, Simplified Geologic Map of California.
- Jennings, C.W., and Strand, R.G., compilers, (1960), Geologic map of California, Ukiah Sheet: California Division of Mines & Geology, Olaf P. Jenkins edition, scale 1:250,000.
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FIGURES

Figure 1 Site Vicinity Map

Figure 2 Site Map

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PROJECT UKIAH AIRPORT RUNWAY REHABILITATION

CLIENT MEAD & HUNT

LOCATION 1475 S. STATE UKIAH, CA

SITE VICINITY MAP

BY SJM

DATE 5/18/17

CHECK BAV

SCALE AS SHOWN

FIGURE

1

JOB NO.

7403.05

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LEGEND:

THE MAP HEREIN WAS PROVIDED BY THE USGS NATIONAL MAP DATABASE.



SCALE: 1"=10000'
285



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PROJECT	UKIAH AIRPORT RUNWAY REHABILITATION	BY	SJM	FIGURE	2
CLIENT	MEAD & HUNT	DATE	5/18/17		
LOCATION	1475 S. STATE UKIAH, CA	CHECK	BAV	JOB NO.	7403.05
	SITE MAP	SCALE	AS SHOWN		

REUSE OF DOCUMENTS: This document and the ideas and design incorporated herein, as an instrument of professional service, is the property of LACO Associates and shall not be reused in whole or part for any other project without LACO Associates express written authorization.



Aug 04, 2017 - 9:01am
T:\Cadfiles\7400\7403.05 UKIAH AIRPORT\DWG\ Figure 2 - Site Map.dwg

APPENDIX 1

Boring Logs

BORING NUMBER B1

PAGE 1 OF 1



21 W. 4th Street, Eureka, California 95501 707 443-5054 Fax 707 443-0553
 311 Main Street, Ukiah, California 95482 707 462-0222 Fax 707 462-0223
 3450 Regional Parkway, Suite B2, Santa Rosa, California 95403 707 443-5054 Fax 707 443-0553
 www.lacoassociates.com

CLIENT <u>Mead & Hunt</u>	PROJECT NAME <u>Ukiah Runway Rehabilitation</u>
PROJECT NUMBER <u>7403.05</u>	PROJECT LOCATION <u>1475 S State St, Ukiah, CA</u>
DATE STARTED <u>5/1/17</u> COMPLETED <u>5/1/17</u>	GROUND ELEVATION <u>614 ft</u> HOLE SIZE <u>4 inches</u>
DRILLING CONTRACTOR <u>Pearson Drilling Co.</u>	GROUND WATER LEVELS:
DRILLING METHOD <u>Solid Flight Auger</u>	AT TIME OF DRILLING <u>--- No Free Water Encountered</u>
LOGGED BY <u>BAV</u> CHECKED BY <u>JER</u>	AT END OF DRILLING <u>---</u>
NOTES <u>Surface: asphalt</u>	AFTER DRILLING <u>---</u>

DEPTH (ft)	SAMPLE TYPE NUMBER	RECOVERY %	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION (in. = inches)	
0							
						0.6 7 in. AC-Asphalt Concrete	613.4
						1.4 9.5 in. AB-Aggregate Base	612.6
	MC	0	4-3-3 (6)	SC		(SC) Light Brown Clayey Sand with Gravel moist, loose fine to medium sand	
	MC	100	3-5-4 (9)				
						4.5	609.5

Bottom of borehole at 4.5 feet.

GENERAL BH / TP / WELL - GINT STD US LAB.GDT - 5/19/17 09:47 - P:\GINT FILES\PROJECTS\7403.05 UKIAH RUNWAY.GPJ

BORING NUMBER B2

PAGE 1 OF 1



21 W. 4th Street, Eureka, California 95501 707 443-5054 Fax 707 443-0553
 311 Main Street, Ukiah, California 95482 707 462-0222 Fax 707 462-0223
 3450 Regional Parkway, Suite B2, Santa Rosa, California 95403 707 443-5054 Fax 707 443-0553
 www.lacoassociates.com

CLIENT <u>Mead & Hunt</u>	PROJECT NAME <u>Ukiah Runway Rehabilitation</u>
PROJECT NUMBER <u>7403.05</u>	PROJECT LOCATION <u>1475 S State St, Ukiah, CA</u>
DATE STARTED <u>5/1/17</u> COMPLETED <u>5/1/17</u>	GROUND ELEVATION <u>609 ft</u> HOLE SIZE <u>4 inches</u>
DRILLING CONTRACTOR <u>Pearson Drilling Co.</u>	GROUND WATER LEVELS:
DRILLING METHOD <u>Solid Flight Auger</u>	AT TIME OF DRILLING <u>--- No Free Water Encountered</u>
LOGGED BY <u>BAV</u> CHECKED BY <u>JER</u>	AT END OF DRILLING <u>---</u>
NOTES <u>Surface: asphalt</u>	AFTER DRILLING <u>---</u>

DEPTH (ft)	SAMPLE TYPE NUMBER	RECOVERY %	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION (in. = inches)
0						
						0.5 6 in. AC-Asphalt Concrete 608.5
						1.4 11 in. AB-Aggregate Base 607.6
	MC	89	3-7-11 (18)	SC		(SC) Light Yellow Brown Clayey Sand with Gravel moist, medium dense fine to coarse sand, fine subrounded gravel
5						
						6.0 603.0

Bottom of borehole at 6.0 feet.

GENERAL BH / TP / WELL - GINT STD US LAB.GDT - 5/19/17 09:48 - P:\GINT FILES\PROJECTS\7403.05 UKIAH RUNWAY.GPJ

BORING NUMBER B3

PAGE 1 OF 1



21 W. 4th Street, Eureka, California 95501 707 443-5054 Fax 707 443-0553
 311 Main Street, Ukiah, California 95482 707 462-0222 Fax 707 462-0223
 3450 Regional Parkway, Suite B2, Santa Rosa, California 95403 707 443-5054 Fax 707 443-0553
 www.lacoassociates.com

CLIENT <u>Mead & Hunt</u>	PROJECT NAME <u>Ukiah Runway Rehabilitation</u>
PROJECT NUMBER <u>7403.05</u>	PROJECT LOCATION <u>1475 S State St, Ukiah, CA</u>
DATE STARTED <u>5/1/17</u> COMPLETED <u>5/1/17</u>	GROUND ELEVATION <u>605 ft</u> HOLE SIZE <u>4 inches</u>
DRILLING CONTRACTOR <u>Pearson Drilling Co.</u>	GROUND WATER LEVELS:
DRILLING METHOD <u>Solid Flight Auger</u>	AT TIME OF DRILLING <u>--- No Free Water Encountered</u>
LOGGED BY <u>BAV</u> CHECKED BY <u>JER</u>	AT END OF DRILLING <u>---</u>
NOTES <u>Surface: asphalt</u>	AFTER DRILLING <u>---</u>

DEPTH (ft)	SAMPLE TYPE NUMBER	RECOVERY %	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION (in. = inches)	
0							
						0.6 7 in. AC-Asphalt Concrete	604.4
						1.3 8.5 in. AB-Aggregate Base	603.7
	MC	89	3-3-3 (6)	SC		(SC) Light Brown Clayey Sand with Gravel moist, loose fine to medium sand	
5						5.0	600.0

Bottom of borehole at 5.0 feet.

GENERAL BH / TP / WELL - GINT STD US LAB.GDT - 5/19/17 09:48 - P:\GINT FILES\PROJECTS\7403.05 UKIAH RUNWAY.GPJ

BORING NUMBER B4

PAGE 1 OF 1



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 311 Main Street, Ukiah, California 95482 707 462-0222 Fax 707 462-0223
 3450 Regional Parkway, Suite B2, Santa Rosa, California 95403 707 443-5054 Fax 707 443-0553
 www.lacoassociates.com

CLIENT <u>Mead & Hunt</u>	PROJECT NAME <u>Ukiah Runway Rehabilitation</u>
PROJECT NUMBER <u>7403.05</u>	PROJECT LOCATION <u>1475 S State St, Ukiah, CA</u>
DATE STARTED <u>5/1/17</u> COMPLETED <u>5/1/17</u>	GROUND ELEVATION <u>602 ft</u> HOLE SIZE <u>4 inches</u>
DRILLING CONTRACTOR <u>Pearson Drilling Co.</u>	GROUND WATER LEVELS:
DRILLING METHOD <u>Solid Flight Auger</u>	AT TIME OF DRILLING <u>--- No Free Water Encountered</u>
LOGGED BY <u>BAV</u> CHECKED BY <u>JER</u>	AT END OF DRILLING <u>---</u>
NOTES <u>Surface: asphalt</u>	AFTER DRILLING <u>---</u>

DEPTH (ft)	SAMPLE TYPE NUMBER	RECOVERY %	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION (in. = inches)	
0							
						0.6 7 in. AC-Asphalt Concrete	601.4
						1.4 8.5 in. AB-Aggregate Base	600.6
	MC	89	4-4-4 (8)	SC		(SC) Light Brown Clayey Sand with Gravel moist, loose fine to medium sand	
5						5.0	597.0

Bottom of borehole at 5.0 feet.

GENERAL BH / TP / WELL - GINT STD US LAB.GDT - 5/19/17 09:48 - P:\GINT FILES\PROJECTS\7403.05 UKIAH RUNWAY.GPJ

BORING NUMBER B5

PAGE 1 OF 1



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 3450 Regional Parkway, Suite B2, Santa Rosa, California 95403 707 443-5054 Fax 707 443-0553
 www.lacoassociates.com

CLIENT Mead & Hunt

PROJECT NAME Ukiah Runway Rehabilitation

PROJECT NUMBER 7403.05

PROJECT LOCATION 1475 S State St, Ukiah, CA

DATE STARTED 5/1/17

COMPLETED 5/1/17

GROUND ELEVATION 600 ft

HOLE SIZE 4 inches

DRILLING CONTRACTOR Pearson Drilling Co.

GROUND WATER LEVELS:

DRILLING METHOD Solid Flight Auger

AT TIME OF DRILLING --- No Free Water Encountered

LOGGED BY BAV

CHECKED BY JER

AT END OF DRILLING ---

NOTES Surface: asphalt

AFTER DRILLING ---

DEPTH (ft)	SAMPLE TYPE NUMBER	RECOVERY %	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION (in. = inches)	
0							
						0.7 8 in. AC-Asphalt Concrete	599.3
						1.3 7 in. AB-Aggregate Base	598.8
	MC	89	3-7-11 (18)	CL		(CL) Olive Sandy Lean Clay moist, medium stiff	
						2.8 fine sand	597.3
				SM		(SM) Yellow Brown Silty Sand with Gravel (Old Alluvium) moist, dense	
5						5.0 fine to coarse sand, fine subrounded gravel	595.0
Bottom of borehole at 5.0 feet.							

GENERAL BH / TP / WELL - GINT STD US LAB.GDT - 5/19/17 09:48 - P:\GINT FILES\PROJECTS\7403.05 UKIAH RUNWAY.GPJ

BORING NUMBER B6

PAGE 1 OF 1



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 3450 Regional Parkway, Suite B2, Santa Rosa, California 95403 707 443-5054 Fax 707 443-0553
 www.lacoassociates.com

CLIENT <u>Mead & Hunt</u>	PROJECT NAME <u>Ukiah Runway Rehabilitation</u>
PROJECT NUMBER <u>7403.05</u>	PROJECT LOCATION <u>1475 S State St, Ukiah, CA</u>
DATE STARTED <u>5/1/17</u> COMPLETED <u>5/1/17</u>	GROUND ELEVATION <u>601 ft</u> HOLE SIZE <u>4 inches</u>
DRILLING CONTRACTOR <u>Pearson Drilling Co.</u>	GROUND WATER LEVELS:
DRILLING METHOD <u>Solid Flight Auger</u>	AT TIME OF DRILLING <u>--- No Free Water Encountered</u>
LOGGED BY <u>BAV</u> CHECKED BY <u>JER</u>	AT END OF DRILLING <u>---</u>
NOTES <u>Surface: asphalt</u>	AFTER DRILLING <u>---</u>

DEPTH (ft)	SAMPLE TYPE NUMBER	RECOVERY %	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION (in. = inches)	
0							
						0.7 8 in. AC-Asphalt Concrete	600.3
						1.4 8.5 in. AB-Aggregate Base	599.6
	MC	89	3-4-8 (12)	CL		(CL) Olive Sandy Lean Clay moist, medium stiff fine sand	
	MC	89	8-17-24 (41)	CL		3.8 (CL) Yellow Brown Sandy Lean Clay with Gravel (Old Alluvium) moist, very stiff	597.3
5				CL		6.0 fine to coarse sand, fine subrounded gravel	595.0

Bottom of borehole at 6.0 feet.

GENERAL BH / TP / WELL - GINT STD US LAB.GDT - 5/19/17 09:48 - P:\GINT FILES\PROJECTS\7403.05 UKIAH RUNWAY.GPJ



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BORING NUMBER B7

PAGE 1 OF 1

CLIENT Mead & Hunt

PROJECT NAME Ukiah Runway Rehabilitation

PROJECT NUMBER 7403.05

PROJECT LOCATION 1475 S State St, Ukiah, CA

DATE STARTED 5/1/17

COMPLETED 5/1/17

GROUND ELEVATION 606 ft

HOLE SIZE 4 inches

DRILLING CONTRACTOR Pearson Drilling Co.

GROUND WATER LEVELS:

DRILLING METHOD Solid Flight Auger

AT TIME OF DRILLING --- No Free Water Encountered

LOGGED BY BAV

CHECKED BY JER

AT END OF DRILLING ---

NOTES Surface: asphalt

AFTER DRILLING ---

DEPTH (ft)	SAMPLE TYPE NUMBER	RECOVERY %	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION (in. = inches)
0						
						0.3 4 in. AC-Asphalt Concrete 605.7
						20 in. AB-Aggregate Base
						2.0 603.7
	MC	89	6-7-12 (19)	CL		(CL) Yellow Brown Sandy Lean Clay (Old Alluvium) moist, stiff
5						5.0 fine to medium sand, fine subrounded gravel 601.0

Bottom of borehole at 5.0 feet.

GENERAL BH / TP / WELL - GINT STD US LAB.GDT - 5/19/17 09:48 - P:\GINT FILES\PROJECTS\7403.05 UKIAH RUNWAY.GPJ

BORING NUMBER B8

PAGE 1 OF 1



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 3450 Regional Parkway, Suite B2, Santa Rosa, California 95403 707 443-5054 Fax 707 443-0553
 www.lacoassociates.com

CLIENT <u>Mead & Hunt</u>	PROJECT NAME <u>Ukiah Runway Rehabilitation</u>
PROJECT NUMBER <u>7403.05</u>	PROJECT LOCATION <u>1475 S State St, Ukiah, CA</u>
DATE STARTED <u>5/1/17</u> COMPLETED <u>5/1/17</u>	GROUND ELEVATION <u>604 ft</u> HOLE SIZE <u>4 inches</u>
DRILLING CONTRACTOR <u>Pearson Drilling Co.</u>	GROUND WATER LEVELS:
DRILLING METHOD <u>Solid Flight Auger</u>	AT TIME OF DRILLING <u>--- No Free Water Encountered</u>
LOGGED BY <u>BAV</u> CHECKED BY <u>JER</u>	AT END OF DRILLING <u>---</u>
NOTES <u>Surface: grass</u>	AFTER DRILLING <u>---</u>

DEPTH (ft)	SAMPLE TYPE NUMBER	RECOVERY %	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION
0						
	MC	89	2-4-5 (9)	SM		(SM) Yellow Brown Silty Sand moist, medium dense fine to medium sand
5						

5.0

599.0

Bottom of borehole at 5.0 feet.

GENERAL BH / TP / WELL - GINT STD US LAB.GDT - 5/19/17 09:48 - P:\GINT FILES\PROJECTS\7403.05 UKIAH RUNWAY.GPJ

BORING NUMBER B9

PAGE 1 OF 1



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 3450 Regional Parkway, Suite B2, Santa Rosa, California 95403 707 443-5054 Fax 707 443-0553
 www.lacoassociates.com

CLIENT Mead & Hunt

PROJECT NAME Ukiah Runway Rehabilitation

PROJECT NUMBER 7403.05

PROJECT LOCATION 1475 S State St, Ukiah, CA

DATE STARTED 5/1/17 COMPLETED 5/1/17

GROUND ELEVATION 611 ft HOLE SIZE 4 inches

DRILLING CONTRACTOR Pearson Drilling Co.

GROUND WATER LEVELS:

DRILLING METHOD Solid Flight Auger

AT TIME OF DRILLING --- No Free Water Encountered

LOGGED BY BAV CHECKED BY JER

AT END OF DRILLING ---

NOTES Surface: asphalt

AFTER DRILLING ---

DEPTH (ft)	SAMPLE TYPE NUMBER	RECOVERY %	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION (in. = inches)
0						
						0.4 5 in. AC-Asphalt Concrete 610.6
						1.8 16 in. AB-Aggregate Base 609.3
						(SC) Yellow Brown Clayey Sand with Gravel (Old Alluvium) moist, very dense fine to medium sand, fine subrounded gravel
5	MC	89	8-15-24 (39)	SC		5.0 606.0

Bottom of borehole at 5.0 feet.

GENERAL BH / TP / WELL - GINT STD US LAB.GDT - 5/19/17 09:48 - P:\GINT FILES\PROJECTS\7403.05 UKIAH RUNWAY.GPJ

BORING NUMBER B10

PAGE 1 OF 1



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 3450 Regional Parkway, Suite B2, Santa Rosa, California 95403 707 443-5054 Fax 707 443-0553
 www.lacoassociates.com

CLIENT <u>Mead & Hunt</u>	PROJECT NAME <u>Ukiah Runway Rehabilitation</u>
PROJECT NUMBER <u>7403.05</u>	PROJECT LOCATION <u>1475 S State St, Ukiah, CA</u>
DATE STARTED <u>5/1/17</u> COMPLETED <u>5/1/17</u>	GROUND ELEVATION <u>615 ft</u> HOLE SIZE <u>4 inches</u>
DRILLING CONTRACTOR <u>Pearson Drilling Co.</u>	GROUND WATER LEVELS:
DRILLING METHOD <u>Solid Flight Auger</u>	AT TIME OF DRILLING <u>--- No Free Water Encountered</u>
LOGGED BY <u>BAV</u> CHECKED BY <u>JER</u>	AT END OF DRILLING <u>---</u>
NOTES <u>Surface: grass</u>	AFTER DRILLING <u>---</u>

DEPTH (ft)	SAMPLE TYPE NUMBER	RECOVERY %	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	
0							
	MC	89	6-6-7 (13)	SC		(SC) Yellow Brown Silty Sand moist, medium dense fine to coarse sand	613.0
				SC		(SC) Yellow Brown Silty Sand with Gravel moist, medium dense fine to coarse sand, fine subrounded gravel	
5							610.0

Bottom of borehole at 5.0 feet.

APPENDIX 2

Laboratory Test Results

Laboratory Test Results

Project: Runway rehab
Project No.: 7403.05
Project Location: Ukiah Ca.
Client: Mead & Hunt

Sample Number	B1	B2	B3	B4	B5	B6	B6	B7	B8	
Depth, ft.	3.5	2.0	2.5	2.5	2.0	2.0	4.0	2.5	2.0	
Wet Soil	847.5	922.4	674.3	799.3	856.5	853.9	921.2	787.0	465.4	
Wet Soil + Tare(moisture)	1001.1	1078.3	828.4	872.4	928.6	926.4	993.3	860.3	543.0	
Dry Soil + Tare	886.8	927.9	730.8	764.2	802.5	772.4	870.8	754.1	483.0	
Tare Weight	153.3	156.1	154.1	72.9	72.5	72.1	72.0	73.6	77.7	
Moisture Content, %	15.6	19.5	16.9	15.7	17.3	22.0	15.3	15.6	14.8	
Sample Diameter, in.	2.41	2.42	2.40	2.38	2.37	2.43	2.40	2.42	2.38	
Cross-Sectional Area, in. ²	4.56	4.60	4.52	4.44	4.41	4.64	4.54	4.59	4.43	
Sample Height, in.	5.35	5.83	4.48	5.27	5.59	5.51	5.65	4.94	2.99	
Sample Volume, in. ³	24.40	26.81	20.26	23.41	24.64	25.54	25.63	22.66	13.24	
Unit Weight, Wet, pcf	132.3	131.1	126.8	130.0	132.3	127.4	136.9	132.3	133.9	
Unit Weight, Dry, pcf	114.5	109.7	108.4	112.4	112.9	104.5	118.7	114.4	116.6	

*

*

NOTE: * = Disturbed Sample

			Moisture Content and Unit Weight of Soil (ASTM D 2216 & D 2937)			PLATE
						1
PROJECT NUMBER	7403.05		DATE ²⁹⁹	5/8/2017		



Eureka 21 W. 4th Street P.O. Box 1023 Eureka, California 95502 707-443-5054 FAX 707-443-0853
 Ukiah 711 South Main Street Ukiah, California 95501 707-459-1000 FAX 707-459-1001
 800-912-0054 www.lacounty.ca.gov

PARTICLE SIZE ANALYSIS WORKSHEET (ASTM D422)

Page

1

Project No.

7403.05

Project

Runway 15-33 Rehabilitation and
Taxiway Realignment Design

Tested By

BC

Date

5/22/17

Sample ID

B2 Comp

Client

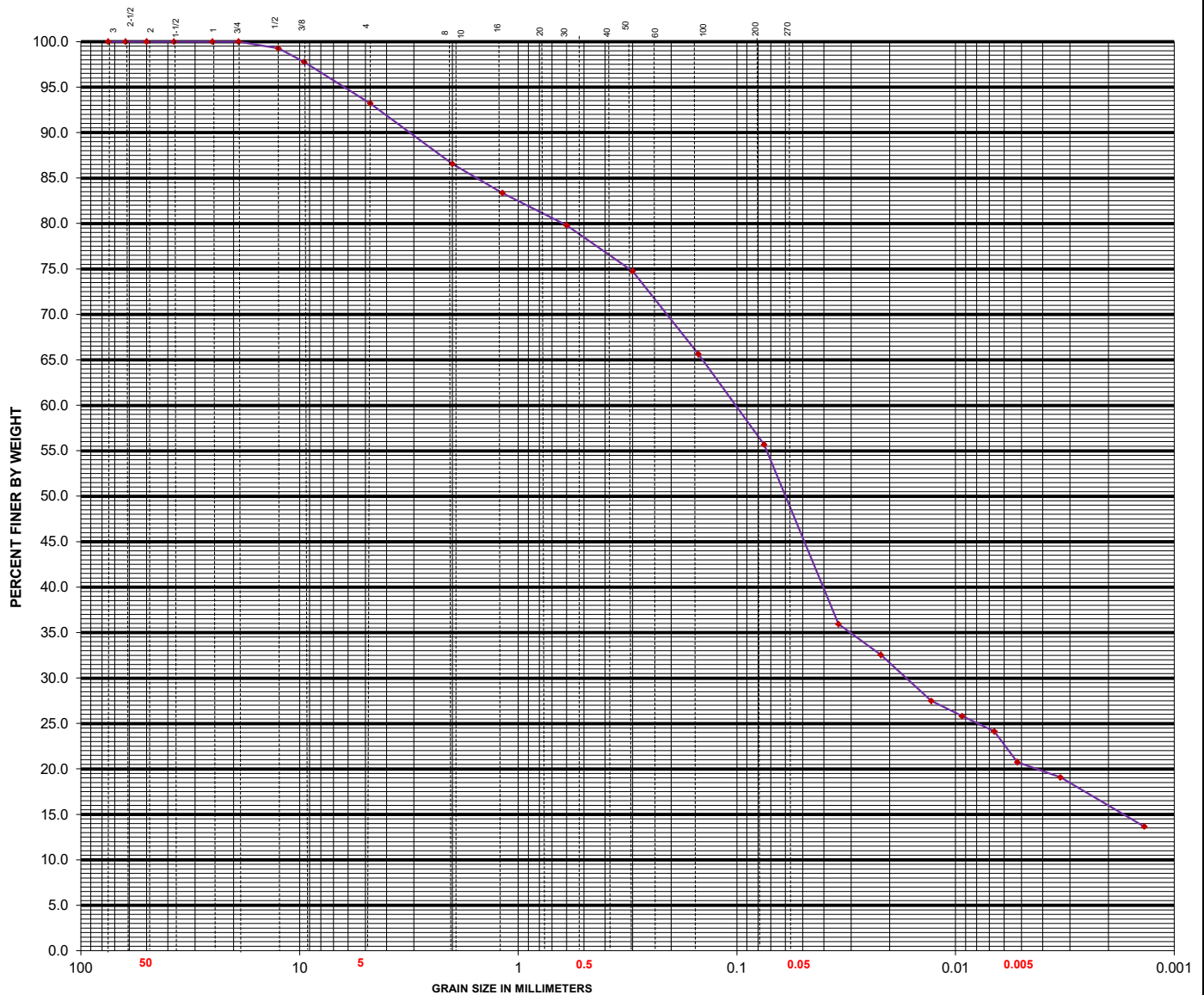
Mead & Hunt, Inc.

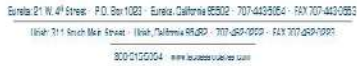
Checked By

BAV

Date

9/13/2017





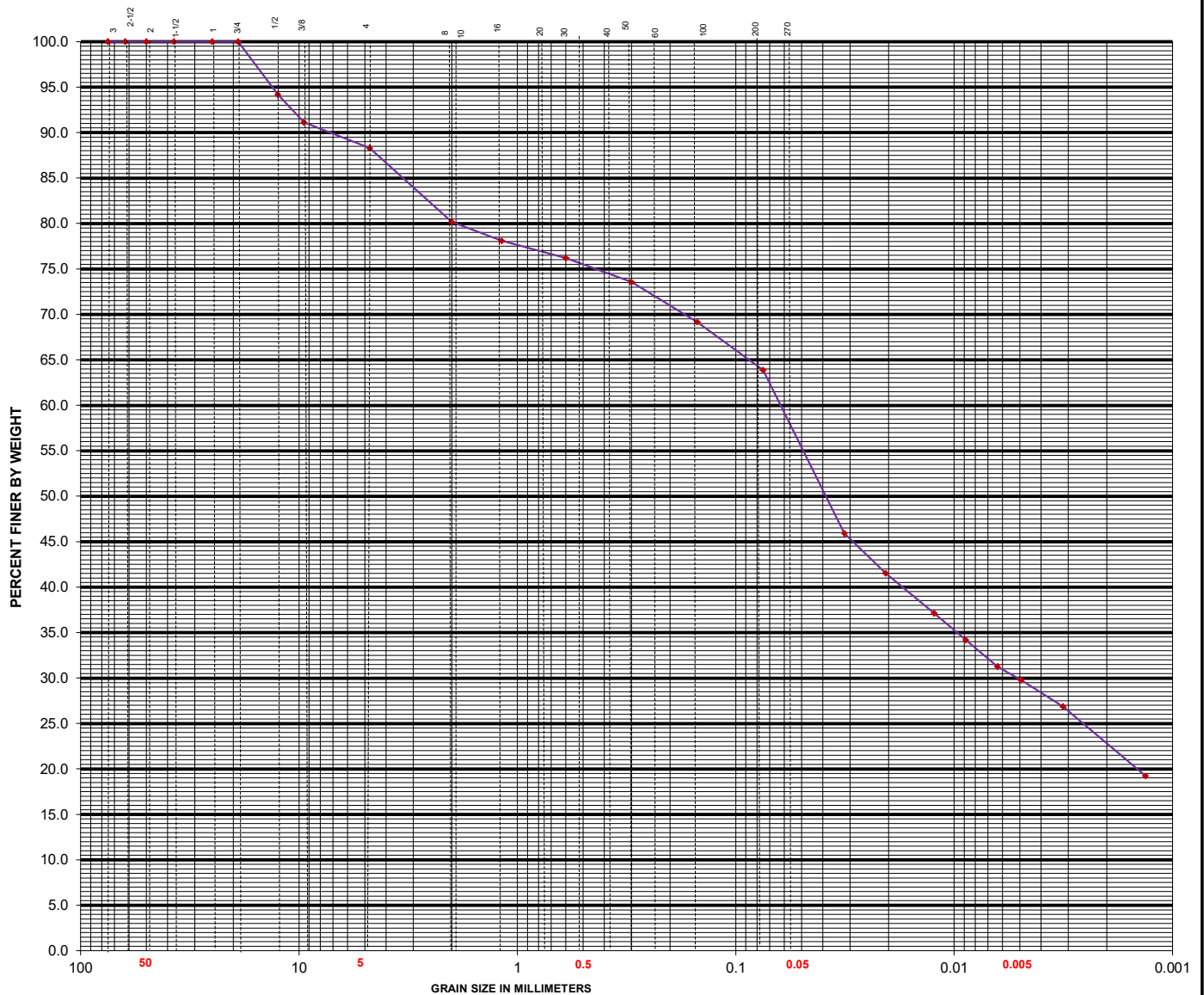
Page	Project No.
1	7403.05

Date _____

5/22/17

Date _____

9/13/2017



COBBLES	GRAVEL		SAND			SILT	CLAY
	COARSE	FINE	COARSE	MEDIUM	FINE		
SAMPLE LOCATION <u>Ukiah Airport</u> GRAVEL= 11.7% SAND= 24.4% SILT= 34.1% CLAY= 29.8% SOIL CLASSIFICATION GRAVEL= passing 3" and retained on #4 sieve SAND= passing #4 sieve and retained on #200 sieve SILT= 0.074mm to 0.005mm CLAY= smaller than 0.005mm							



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 Ukiah 311 South Main Street · Ukiah, California 95482 · 707-462-0222 · FAX 707-462-0223
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PARTICLE SIZE ANALYSIS WORKSHEET (ASTM D422)

Page

1

Project No.

7403.05

Project

Runway 15-33 Rehabilitation and
Taxiway Realignment Design

Tested By

BC

Date

5/22/17

Sample ID

B8 Comp

Client

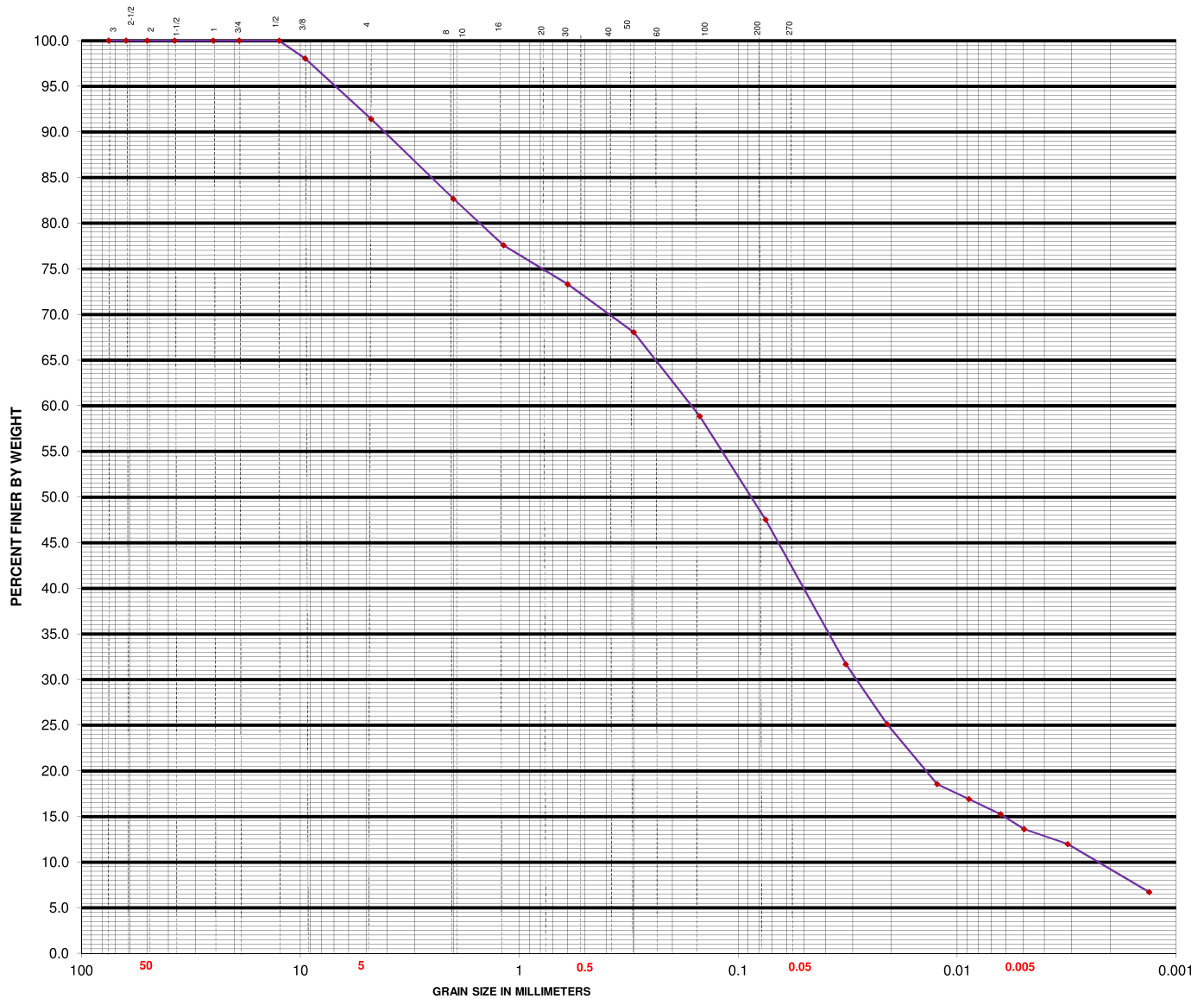
Mead & Hunt, Inc.

Checked By

BAV

Date

9/13/2017



COBBLES	GRAVEL		SAND			SILT	CLAY
	COARSE	FINE	COARSE	MEDIUM	FINE		
SAMPLE LOCATION					SOIL CLASSIFICATION		
<u>Ukiah Airport</u>							
GRAVEL= 8.6%					GRAVEL= passing 3" and retained on #4 sieve		
SAND= 43.9%					SAND= passing #4 sieve and retained on #200 sieve		
SILT= 33.9%					SILT= 0.074mm to 0.005mm		
CLAY= 13.6%					CLAY= smaller than 0.005mm		

ATTERBERG LIMITS ASTM D-4318

PROJECT	Runway 15-33 Rehabilitation and Taxiway Realignment Design	JOB NO.	7403.05	SHEET
CLIENT	Mead & Hunt, Inc	SAMPLE ID	B2 Comp	1 of 1
LOCATION	Ukiah Airport, Ukiah, California	TEST BY	BC	DATE 5/22/17
SOIL TYPE	Sandy Lean Clay	CHECKED BY	BAV	CHECK DATE 9/20/17

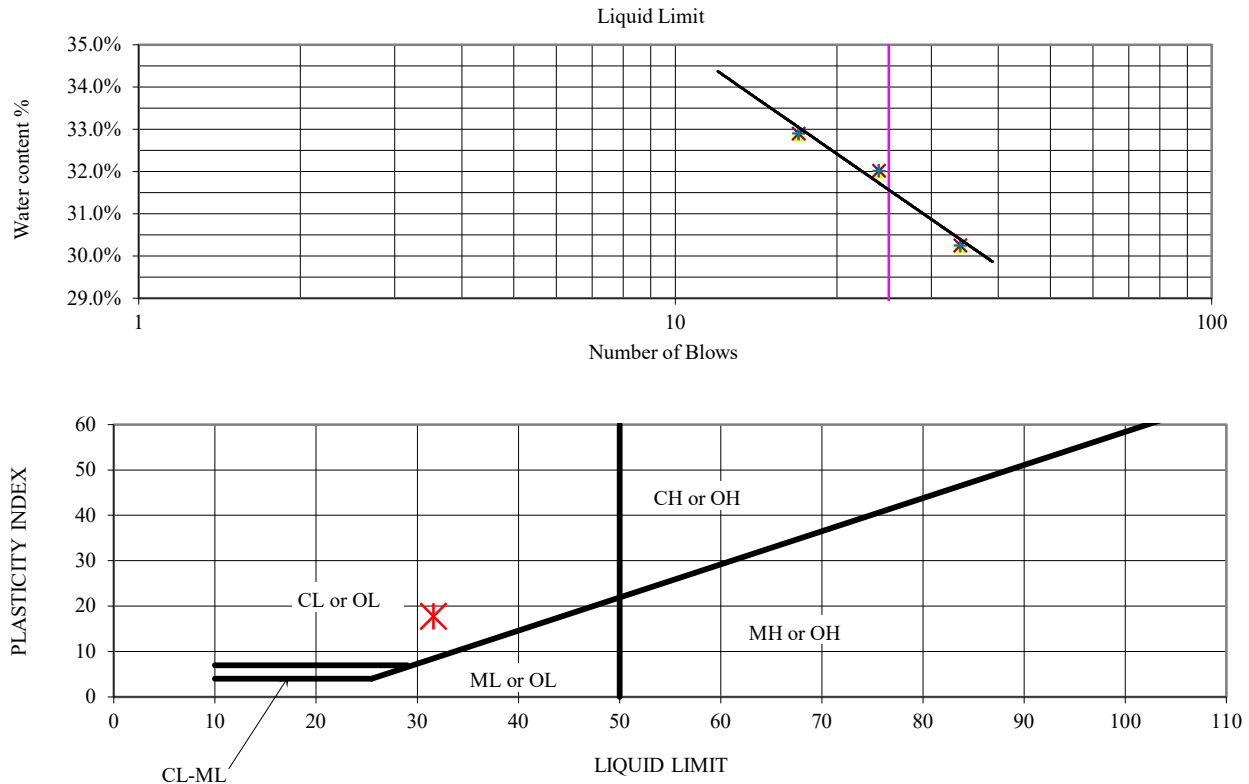
PLASTIC LIMIT

	Point 1	Point 2	Point 3
Tare + Wet Soil (gm)	27.71	26.83	26.34
Tare + Dry Soil (gm)	24.57	23.76	23.33
Water (gm)	3.14	3.07	3.01
Tare (gm)	14.19	14.17	14.18
Dry Soil (gm)	10.38	9.59	9.15
Water Content (%)	30%	32%	33%
* Number of Blows	34	24	17

* Groove closure = 13mm

Run 1	Run 2	Run 3
14.03	15.01	
13.19	14.04	
0.84	0.97	
7.10	7.05	
6.09	6.99	
14%	14%	

LIQUID LIMIT = 31.6
PLASTIC LIMIT = 13.8
PLASTICITY INDEX = 17.8



ATTERBERG LIMITS ASTM D-4318

PROJECT	Runway 15-33 Rehabilitation and Taxiway Realignment Design	JOB NO.	7403.05	SHEET
CLIENT	Mead & Hunt, Inc	SAMPLE ID	B6 Comp	1 of 1
LOCATION	Ukiah Airport, Ukiah, California	TEST BY	BC	DATE 5/22/17
SOIL TYPE	Sandy Lean Clay (CL)	CHECKED BY	SJM	CHECK DATE 8/4/17

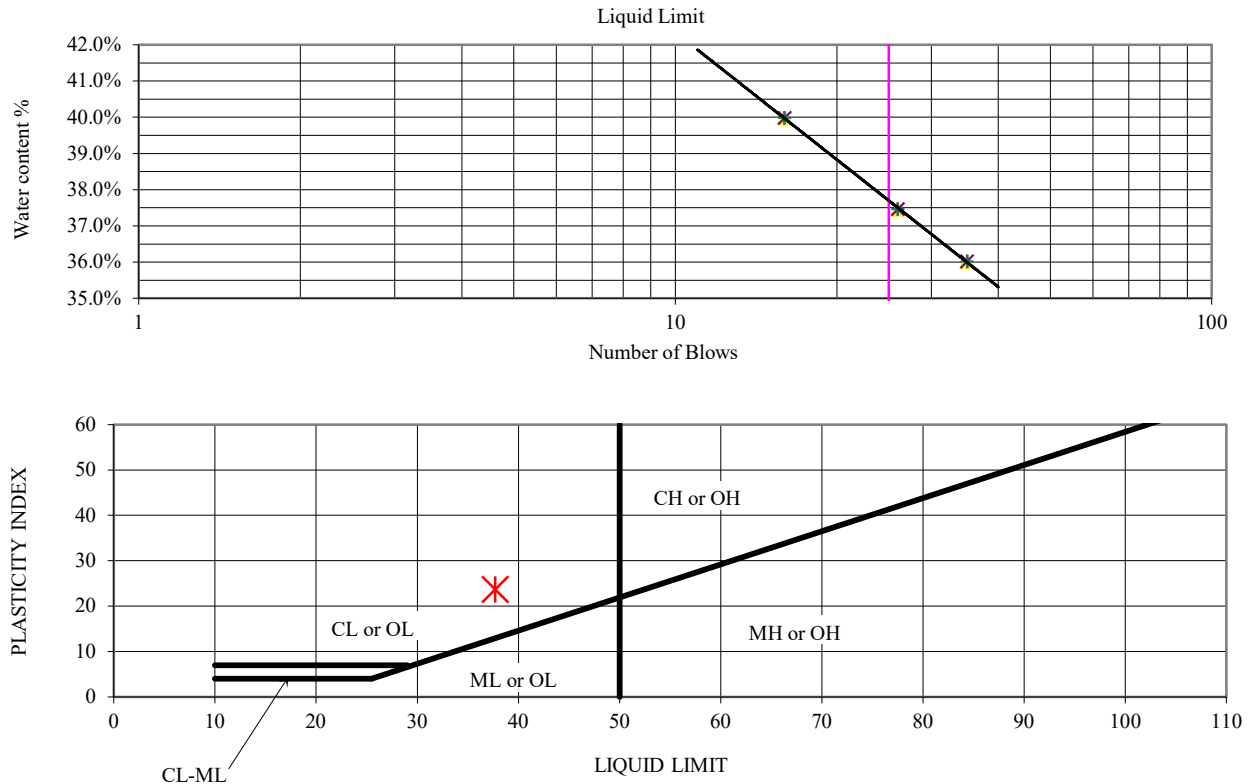
PLASTIC LIMIT

	Point 1	Point 2	Point 3
Tare + Wet Soil (gm)	26.33	26.31	26.99
Tare + Dry Soil (gm)	23.02	22.95	23.32
Water (gm)	3.31	3.36	3.67
Tare (gm)	13.83	13.98	14.14
Dry Soil (gm)	9.19	8.97	9.18
Water Content (%)	36%	37%	40%
* Number of Blows	35	26	16

* Groove closure = 13mm

Run 1	Run 2	Run 3
13.07	12.31	
12.33	11.67	
0.74	0.64	
7.09	7.08	
5.24	4.59	
14%	14%	

LIQUID LIMIT = 37.7
PLASTIC LIMIT = 14.0
PLASTICITY INDEX = 23.7



ATTERBERG LIMITS ASTM D-4318

PROJECT	Runway 15-33 Rehabilitation and Taxiway Realignment Design	JOB NO.	7403.05	SHEET
CLIENT	Mead & Hunt, Inc	SAMPLE ID	B8 Comp	1 of 1
LOCATION	Ukiah Airport, Ukiah, California	TEST BY	BC	DATE 5/22/17
SOIL TYPE	Silty Sand (SM)	CHECKED BY	BAV	CHECK DATE 9/19/17

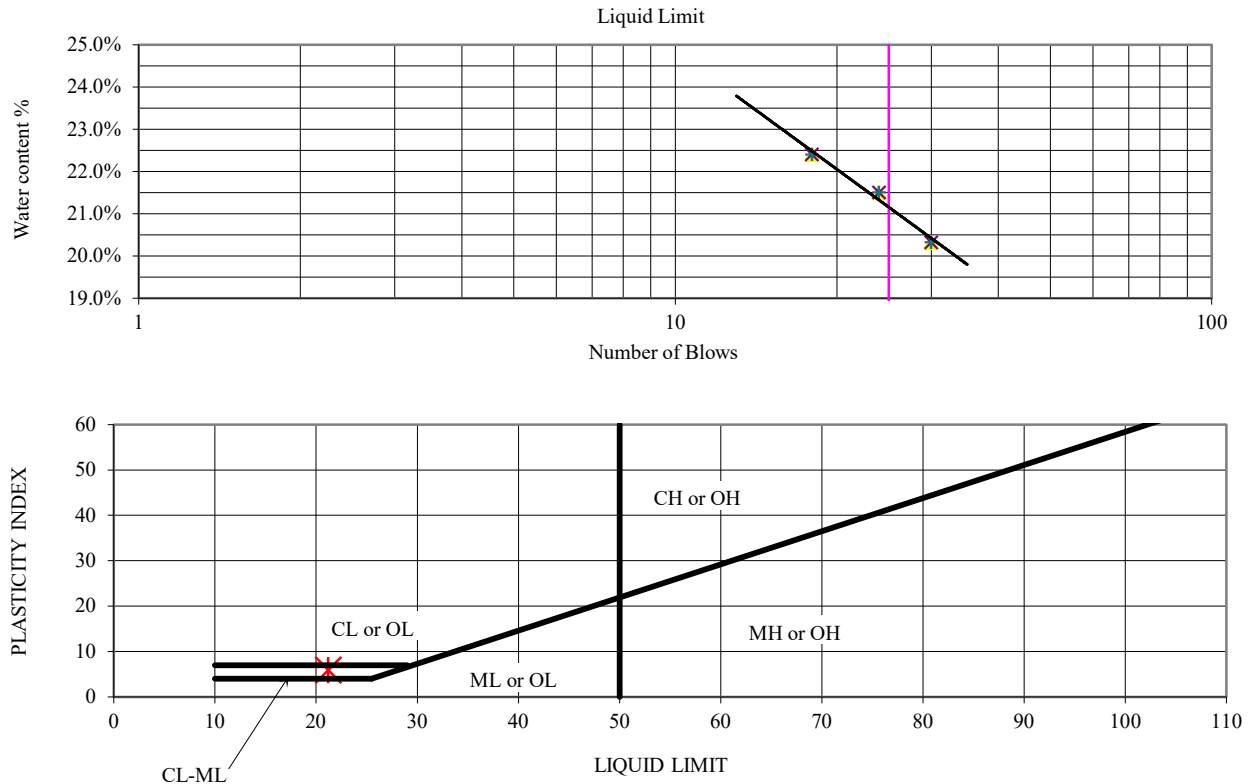
PLASTIC LIMIT

	Point 1	Point 2	Point 3
Tare + Wet Soil (gm)	24.36	25.03	25.00
Tare + Dry Soil (gm)	22.60	23.08	22.93
Water (gm)	1.76	1.95	2.07
Tare (gm)	13.94	14.01	13.69
Dry Soil (gm)	8.66	9.07	9.24
Water Content (%)	20%	21%	22%
* Number of Blows	30	24	18

* Groove closure = 13mm

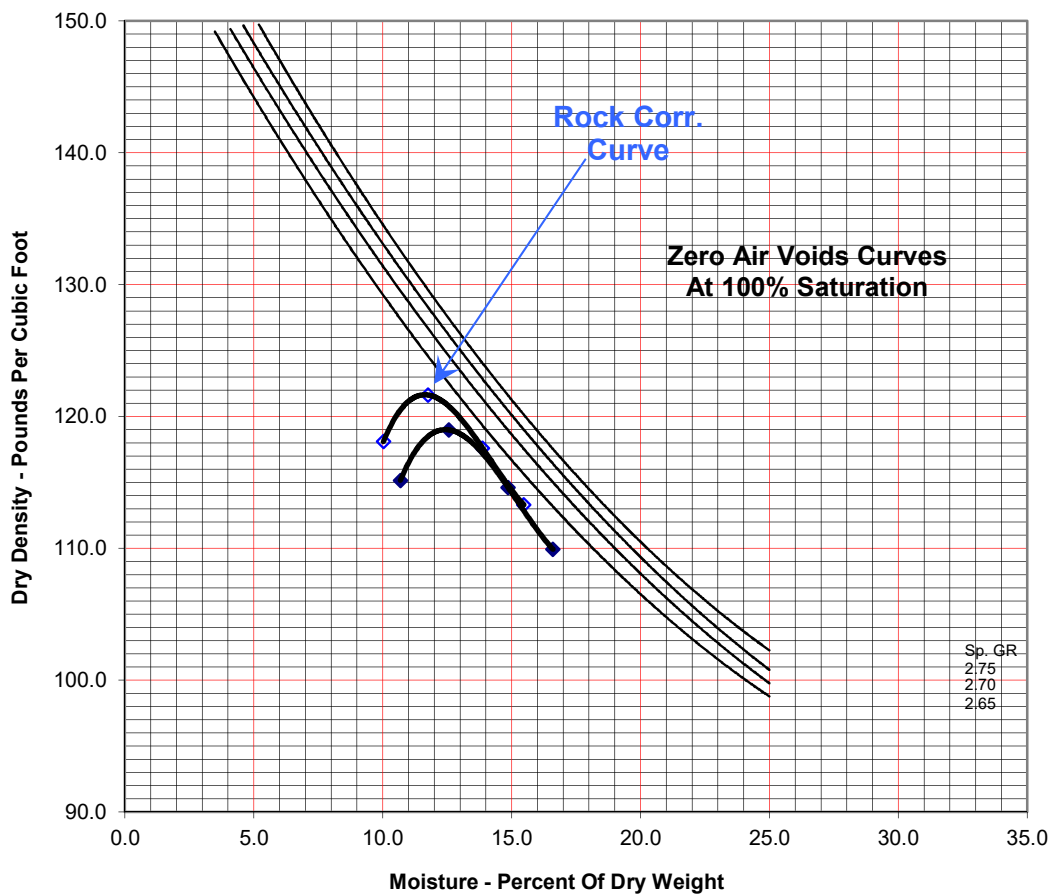
Run 1	Run 2	Run 3
14.32	15.35	
13.36	14.26	
0.96	1.09	
7.06	7.12	
6.30	7.14	
15%	15%	

LIQUID LIMIT = 21.2
PLASTIC LIMIT = 15.3
PLASTICITY INDEX = 5.9



Project Name: Runway Rehabilitation
Project No.: 7403.05
Sample No.: B8 Comp
Date Sampled.: 5/2/17
Material Description: Silty Sand with Gravel
Location: Ukiah Airport
Report Date: 5/10/2017

MAXIMUM DRY DENSITY(PCF)	121.5
OPTIMUM MOISTURE CONTENT (%)	11.5



Reviewed by: BAV

Note : Test performed in accordance with ASTM D 698 Method C

LACO

LABORATORY COMPACTION TEST DATA

PLATE

PROJECT NUMBER 7403.05

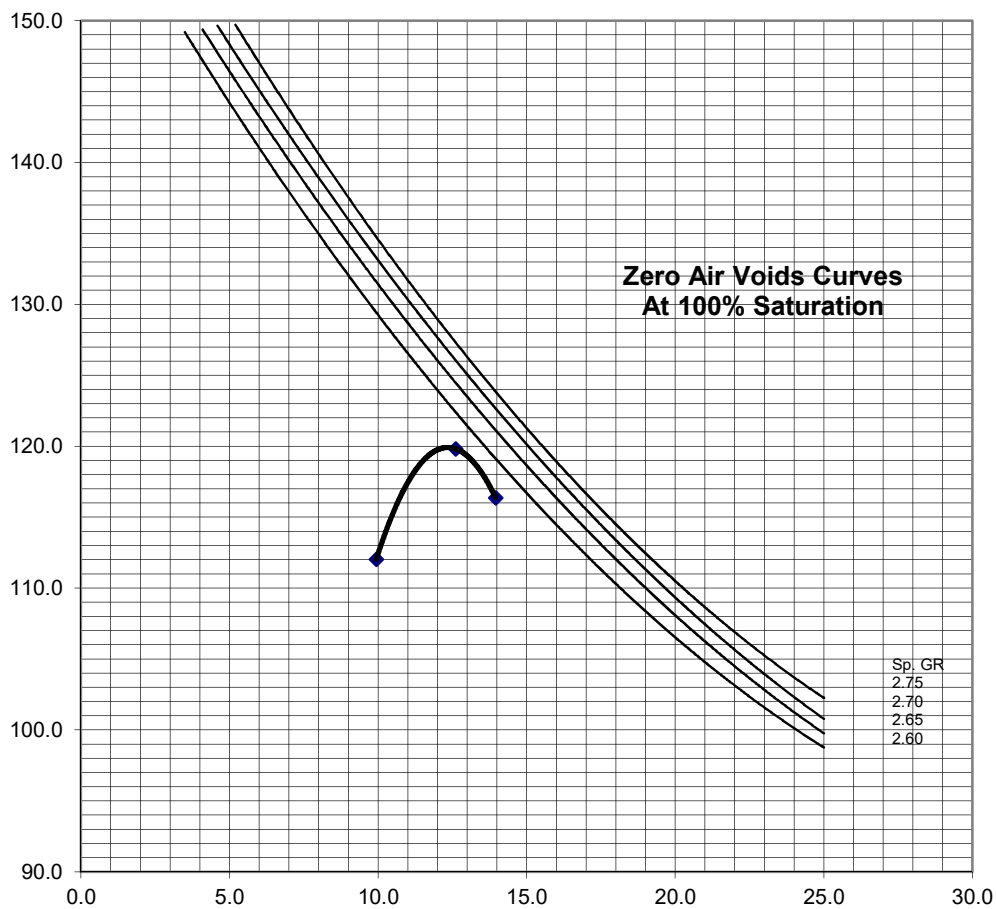
DATE 5/10/2017

Runway Rehabilitation

1

Project Name: Runway Rehabilitation
Project No.: 7403.05
Sample No.: B10 Comp
Date Sampled.: 5/2/2017
Material Description: native
Location: Ukiah Airport
Report Date: 5/11/2017

MAXIMUM DRY DENSITY(PCF)	120.0
OPTIMUM MOISTURE CONTENT (%)	12.0



Note : Test performed in accordance with ASTM D 698

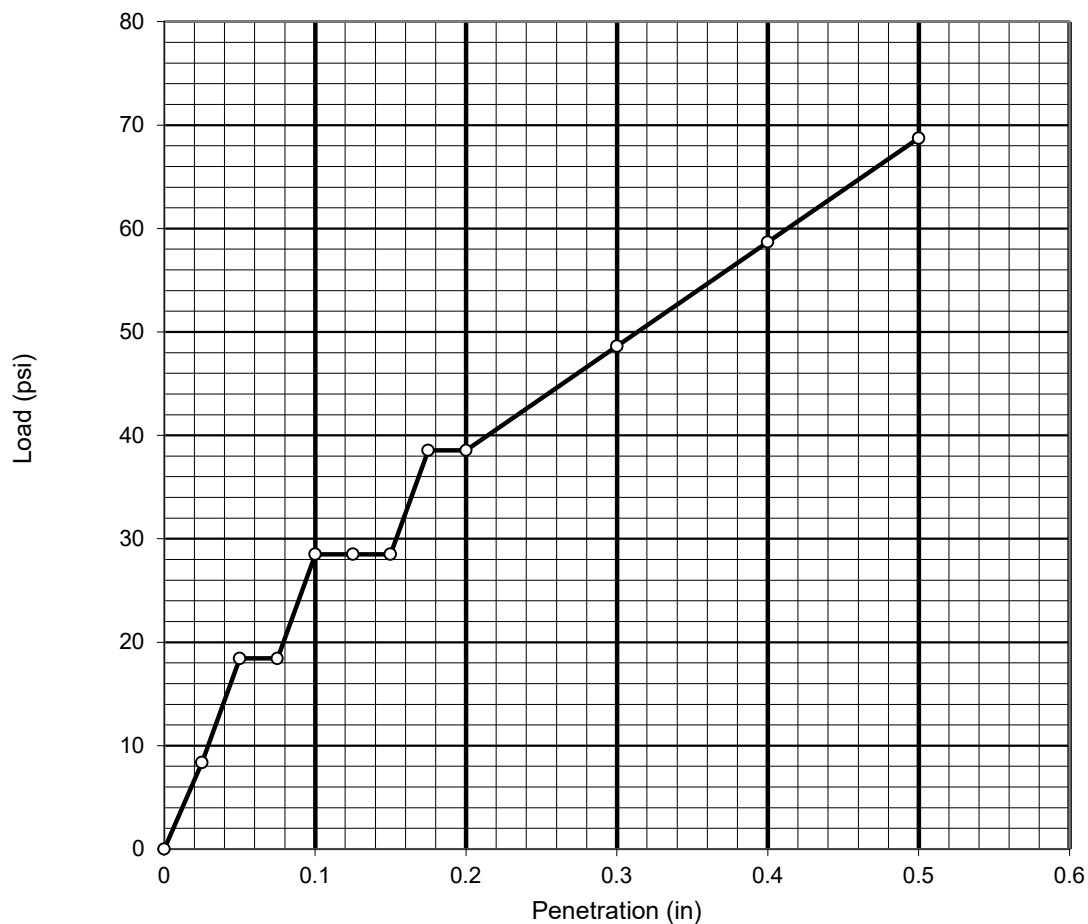
LACO		COMPACTION TEST DATA	PLATE
PROJECT NUMBER 7403.05 DATE 11-May-17		Runway Rehabilitation	1



CALIFORNIA BEARING RATIO TEST REPORT

ASTM D1883

Project No.	7403.05	Date Tested	9/11/2017
Project name	Runway Rehab	Material Type	Sandy Lean Clay with Gravel
Client	Mead and Hunt	Target Dry Density	109.7 pcf
Sample ID.	B2 Comp	Sample Dry Density	104.4 pcf
Reviewed by	BAV	Review Date	7/26/2017



Penetration	(in)	0.1	0.2
Std.Load	(psi)	28.5	38.6
Corr. Load	(psi)	N/A	N/A
CBR	%	1.0	0.9

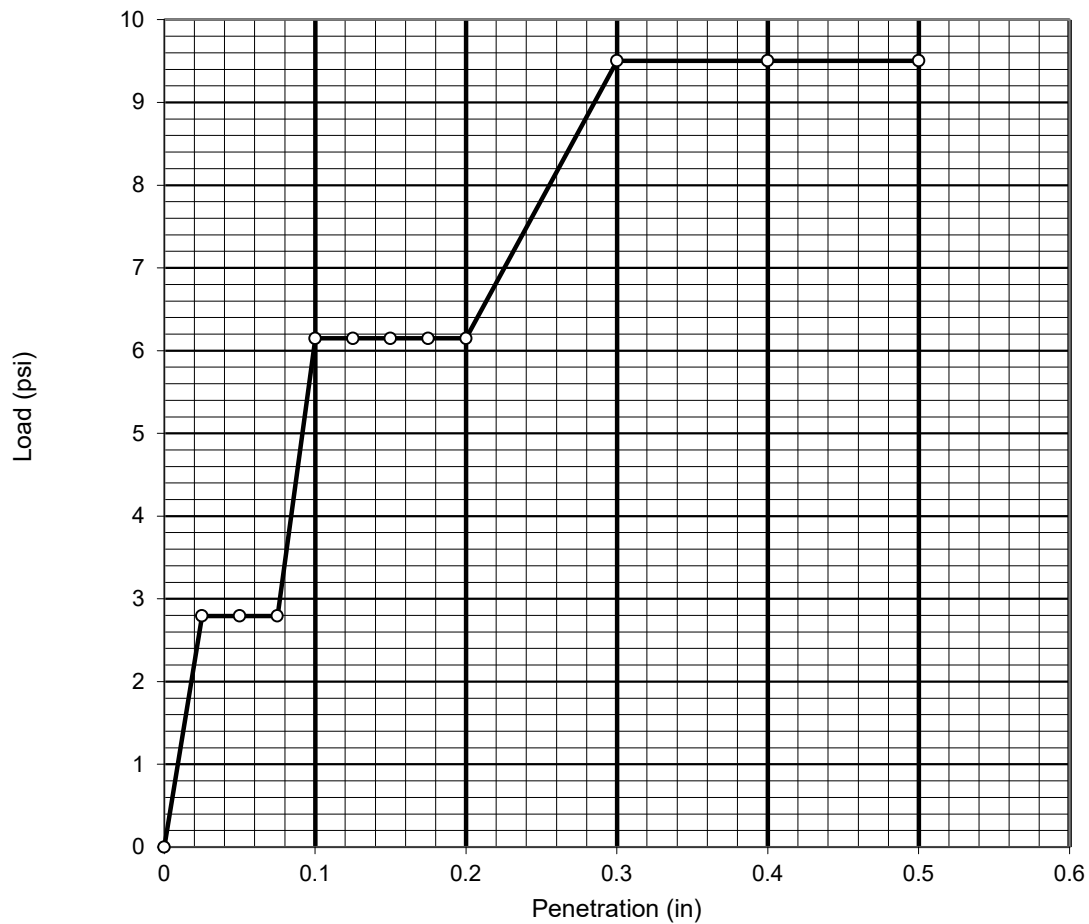
Swell	(%)	0.5
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CALIFORNIA BEARING RATIO TEST REPORT

ASTM D1883

Project No.	7403.05	Date Tested	8/23/2017
Project name	Runway Rehab	Material Type	Sandy Lean Clay
Client	Mead and Hunt	Target Dry Density	104.5 pcf
Sample ID.	B6 Comp	Sample Dry Density	90.6 pcf
Reviewed by	BAV	Review Date	9/19/2017



Penetration	(in)	0.1	0.2
Std. Load	(psi)	6.2	6.2
Corr. Load	(psi)	N/A	N/A
CBR	%	0.6	0.4

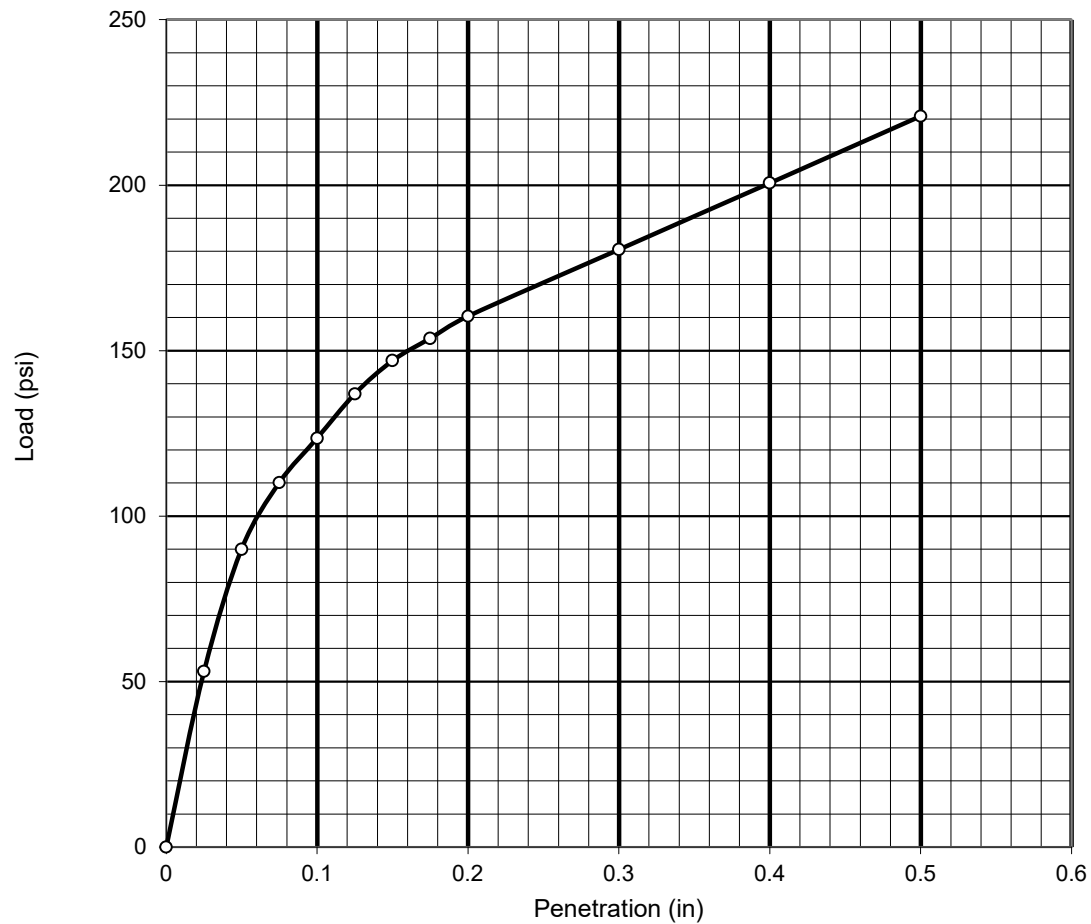
Swell	(%)	1.1
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CALIFORNIA BEARING RATIO TEST REPORT

ASTM D1883

Project No.	7403.05	Date Tested	5/23/2017
Project name	Runway Rehab	Material Type	Silty Sand
Client	Mead and Hunt	Target Dry Density	115.4 pcf
Sample ID.	B8 Comp	Sample Dry Density	114.3 pcf
Reviewed by	BAV	Review Date	7/26/2017



Penetration	(in)	0.1	0.2
Std. Load	(psi)	123.6	160.5
Corr. Load	(psi)	N/A	N/A
CBR	%	12	11

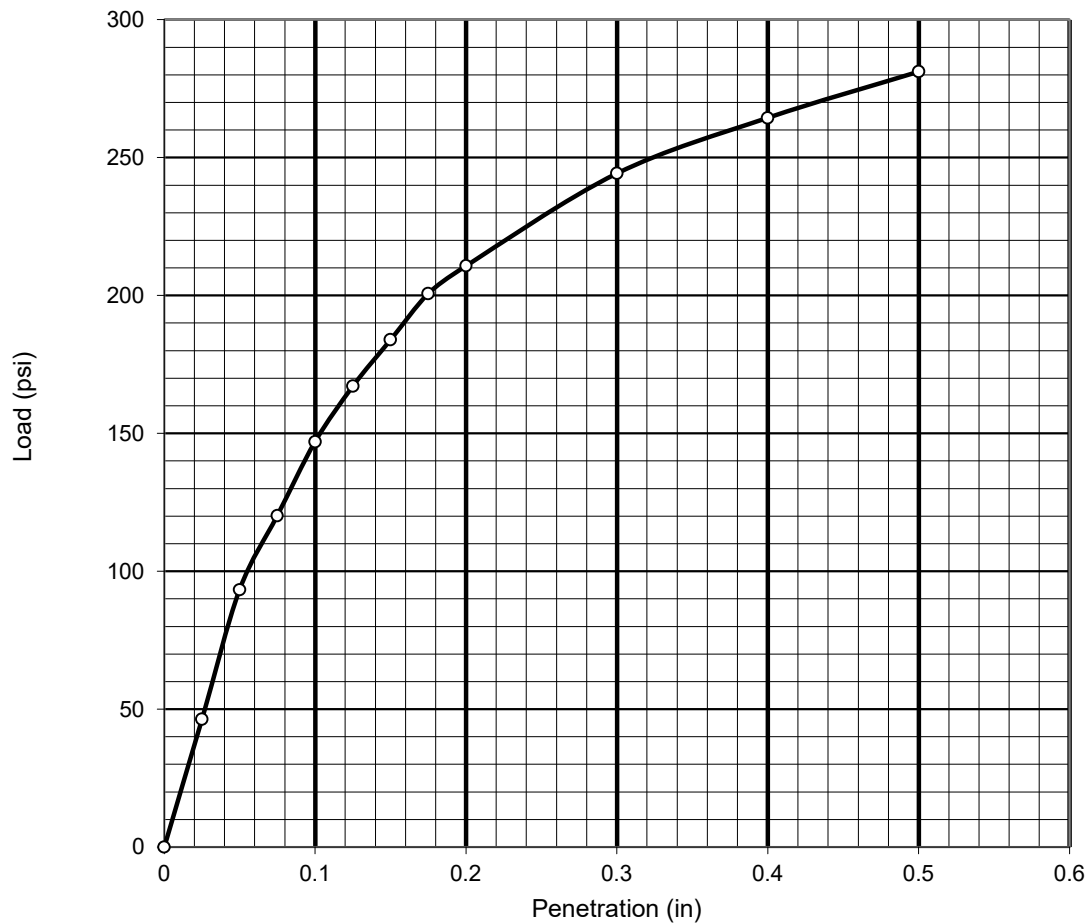
Swell	(%)	1.0
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CALIFORNIA BEARING RATIO TEST REPORT

ASTM D1883

Project No.	7403.05	Date Tested	5/2/2017
Project name	Runway Rehab	Material Type	Sandy Lean Clay
Client	Mead and Hunt	Target Dry Density	114.0 pcf
Sample ID.	B10 Comp	Sample Dry Density	117.3 pcf
Reviewed by	BAV	Review Date	7/26/2017



Penetration	(in)	0.1	0.2
Std. Load	(psi)	147.0	210.8
Corr. Load	(psi)	N/A	N/A
CBR	%	15	14

Swell	(%)	1.0
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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.

Proposal Forms

BID SUBMITTAL CHECKLIST

- _____ Proposal Form
- _____ Bidding Schedule (with amounts written in both figures and words)
- _____ Acknowledgment of receipt of addendum (at end of bid schedule)
Check the City website for any addenda issued: www.cityofukiah.com/purchasing
- _____ Fair Employment Practices Certification
- _____ Worker's Compensation Certificate
- _____ Certification of Nondiscrimination in Employment
- _____ List of Subcontractors
- _____ Statement of Experience
- _____ Signature of Bidder page
- _____ Bidder's Bond
- _____ Non-Collusion Declaration
- _____ Prohibition of Segregated Facilities
- _____ Certification of Bidder Regarding Affirmative Action Program
- _____ Certification Regarding Foreign Trade Restrictions
- _____ Certificate of Buy American d for Manufactured Products
- _____ Non-lobbying Certification
- _____ Suspension and Debarment Requirements Certification
- _____ Public Contract Code Sections 10285.1 Statement 10162 Questionnaire 10232 Statement
- _____ Drug-free Workplace Certification
- _____ Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions

BIDDER IS ALSO REQUIRED TO SUBMIT THE FOLLOWING WRITTEN STATEMENTS OF QUALIFICATIONS AT TIME OF BID:

_____ EVIDENCE OF COMPETENCY

Each bidder shall submit "evidence of competency" to the Owner at the time of bid opening (See FAA General Provisions Section 20-02 of the project Special Provisions for details).

_____ EVIDENCE OF FINANCIAL RESPONSIBILITY

Each bidder shall submit "evidence of financial responsibility" to the Owner at the time of bid opening (See FAA General Provisions Section 20-02 of the project Special Provisions for details).

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

**PROPOSAL
FOR
UKIAH MUNICIPAL AIRPORT
RUNWAY 15-33 PAVEMENT REHABILITATION, PHASE 2**

Specification No. 21-06

FAA AIP No. 3-06-0268-0XX-20XX

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

The bidder shall set forth a Unit price or Lump Sum Price for each item of Work for “Base Bid” and “Bid Alternates” (if applicable) as listed on the Bid Schedule in clearly legible figures and words, in the respective spaces provided for this purpose. This price shall include all materials, labor, mobilization efforts, and all incidentals required to complete the work for this Project.

If a bidder’s proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern.

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.

BID SCHEDULE
UKIAH MUNICIPAL AIRPORT
RUNWAY 15-33 PAVEMENT REHABILITATION PHASE 2
AIP NO. 3-06-0268-0xx-20xx

BID SCHEDULE 1

ITEM NO.	SPEC. REF	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL Price (Figures)
					Figures	in Words (dollars & cents)	
1	SP-100-3.1	Airfield Safety and Traffic Control	LS	1	\$		\$
2	C-105-6.1	Mobilization	LS	1	\$		\$
3	SP-100-3.3	SWPPP	LS	1	\$		\$
4	SP-100-3.2	Construction Surveys	LS	1	\$		\$
5	SP-100-3.3a	Place Fiber Sediment Roll	LF	1,100	\$		\$
6	SP-100-3.3b	Place Inlet Protection	EA	15	\$		\$
7	P-608-8.1	Emulsified Asphalt Seal Coat	SY	6,000	\$		\$
8	P-620-5.1a	Marking Removal	SF	18,600	\$		\$
9	P-620-5.1b.1	White Marking with Reflective Media	SF	18,100	\$		\$
10	P-620-5.1b.2	Yellow Marking with Reflective Media	SF	700	\$		\$
11	P-620-5.1b.3	Black Marking	SF	11,300	\$		\$

Ukiah Municipal Airport
Ukiah, California
AIP No. 3-06-0268-0xx-20xx

Proposal Forms – Bid Schedule
Runway 15-33 Pavement Rehabilitation Phase 2
100%

ITEM NO.	SPEC. REF	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL Price (Figures)
					Figures	in Words (dollars & cents)	
12	L-108-5.1a	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Duct Bank or Conduit	LF	15,300	\$		\$
13	L-108-5.2a	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations	LF	12,100	\$		\$
14	L-110-5.1a	Non-Encased Electrical Duct Bank, 1-Way, 2-Inch	LF	1,100	\$		\$
15	L-110-5.1b	Concrete Encased Electrical Duct Bank, 1-Way, 2-Inch	LF	11,000	\$		\$
16	L-115-5.1	H-20 Rated Electrical Handhole, Standard Lid, Size 2, 24"x36"x30"	EA	1	\$		\$
17	L-115-5.2	Aircraft Rated Electrical Handhole, Spring Loaded Lid, Size 2, 36"x60"x30"	EA	1	\$		\$
18	NS-110.2	Directional Bore 2W-4" HDPE	LF	700	\$		\$
19	NS-101	Locate and Protect Existing Airfield Electrical	LS	1	\$		\$
20	125-5.1a	LED Medium Intensity Runway Edge Light, L-861(L)	EA	42	\$		\$
21	125-5.1b	LED Medium Intensity Threshold Edge Light, L-861E(L)	EA	16	\$		\$
22	125-5.1c	LED Medium Intensity Taxiway Edge Light, L-861T(L)	EA	37	\$		\$
23	125-5.2a	LED Guidance Sign, Size 1, L-858(L), Style 2	EA	5	\$		\$
24	125-5.2b	LED Guidance Sign, Size 1, L-858(L), Style 2	EA	1	\$		\$
25	125-5.5	Miscellaneous Lighting Equipment	LS	1	\$		\$

Ukiah Municipal Airport
 Ukiah, California
 AIP No. 3-06-0268-0xx-20xx

Proposal Forms – Bid Schedule
 Runway 15-33 Pavement Rehabilitation Phase 2
 100%

ITEM NO.	SPEC. REF	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL Price (Figures)
					Figures	in Words (dollars & cents)	
26	125-5.6a	Remove Rwy Fixture	EA	42	\$		\$
27	125-5.6b	Remove Twy Fixture	EA	8	\$		\$
28	125-5.6c	Remove Airfield Guidance Sign	EA	7	\$		\$
29	125-5.6d	Remove Rwy Threshold Edge Light	EA	16	\$		\$
30	SP-100-3.4	Remove and Salvage Existing Constant Current Regulator, Complete	EA	2	\$		\$
31	SP-100-3.5	Install 10kW Ferroresonant CCR, Complete	EA	2	\$		\$
TOTAL Bid Schedule 1 in Figures						\$	
Total Base Bid Schedule 1 in Words:							

BID SCHEDULE 2 – REIL Replacment & PAPI (FAA Funded)

ITEM NO.	SPEC. REF	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL Price (Figures)
					Figures	in Words (dollars & cents)	
1	SP-100-3.3a	Place Fiber Sediment Roll	LF	4200	\$		\$
2	L-108-5.1b	No.12 AWG, 600V, XHHW-2 or RHW-2, Installed in Duct Bank or Conduit	LF	4,150	\$		\$
3	L-108-5.1c	No. 8 AWG, 600V, XHHW-2 or RHW-2, Installed in Duct Bank or Conduit	LF	4,170	\$		\$
4	L-108-5.1d	No. 6 AWG, 600V, XHHW-2 or RHW-2, Insulated Ground, Installed in Duct Bank or Conduit	LF	9,650	\$		\$
5	L-108-5.1e	2PR No. 18 AWG, RS485, Installed in Duct Bank or Conduit	LF	1,050	\$		\$
6	L-108-5.1f	6PR Shielded No. 18 AWG, Installed in Duct Bank or Conduit	LF	3,100	\$		\$
7	L-108-5.1g	No. 6 AWG, 600V, XHHW-2 or RHW-2, Insulated, Installed in Duct Bank or Conduit	LF	6,450	\$		\$
8	L-108-5.1h	No. 2 AWG, 600V, XHHW-2 or RHW-2, Insulated, Installed in Duct Bank or Conduit	LF	950	\$		\$
9	L-108-5.2b	No. 1/0 AWG, Solid, Bare Copper Guard Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations	LF	2,445	\$		\$
10	L-110-5.1b	Concrete Encased Electrical Duct Bank, 1-Way, 2-Inch	LF	790	\$		\$
11	L-110-5.1c	Concrete Encased Electrical Duct Bank, 2-Way, 2-Inch	LF	250	\$		\$

Ukiah Municipal Airport
Ukiah, California
AIP No. 3-06-0268-0xx-20xx

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Proposal Forms – Bid Schedule
Runway 15-33 Pavement Rehabilitation Phase 2
100%

12	L-110-5.1d	Concrete Encased Electrical Duct Bank, 4-Way, 2-Inch	LF	800	\$		\$
13	L-110-5.1e	Concrete Encased Electrical Duct Bank, 5-Way, 2-Inch	LF	400	\$		\$
14	L-110-5.1f	Concrete Encased Electrical Duct Bank, 6-Way, 2-Inch	LF	185	\$		\$
15	L-110-5.1g	Concrete Encased Electrical Duct Bank, 7-Way, 2-Inch	LF	20	\$		\$
16	L-115-5.3	H-20 Rated Electrical Handhole, Spring Loaded Lid, Size 1, 24"x36"x36"	EA	15	\$		\$
17	L-115-5.4	Electrical Junction Structure, L-868B with Steel Lid	EA	2	\$		\$
18	NS-110.1	Directional Bore 2W-2" HDPE	LF	160	\$		\$
19	125-5.3	Install FAA-Furnished LED PAPI, L-880(L)	SET	1	\$		\$
20	125-5.4	Install FAA-Furnished LED Runway End Identification Light, L849(L)	SET	2	\$		\$
21	125-5.7a	Remove FAA Owned VASI System	LS	1	\$		\$
22	125-5.7b	Remove FAA Owned Rwy 33 REIL System	LS	1	\$		\$
23	SP-100-3.6	Install new RWY 15 PAPI & REIL Electric Service	LS	1	\$		\$
TOTAL Bid Schedule 2 in Figures							\$
Total Base Bid Schedule 2 in Words:							

Acknowledgment of Addenda

Addendum No. Initial

Signature/Title

Company

Contractor's License Number/Expiration Date

NOTE: Contractor License Number and Expiration Date stated herein are made under penalty of perjury.

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.

RUNWAY 15-33 PAVEMENT REHABILITATION, PHASE 2

(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 _____, 202_____

Signature of Bidder, with Business Address:

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

Bidder's Statement On Previous Contracts Subject to EEO Clause (Reference 41 CFR § 60-1.4, Executive Order 11246)

Each bidder, prospective prime contractor, and proposed subcontractor must complete the following form:

The Bidder (Proposer) shall complete the following statement by checking the appropriate boxes.

The Bidder (Proposer) has ____ has not ____ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Bidder (Proposer) has ____ has not ____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder (Proposer) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (Proposer) shall submit a compliance report on Standard Form 100, "Employee Information Report EEO 1", prior to the award of contract.

Date

Signature and Title

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.

[illegible]

SIGNATURE(S) OF BIDDER

Accompanying this proposal is _____

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

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

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

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

License No. _____, License Expiration Date _____.

Signature(s) of Bidder: _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his or her signature shall be placed above. If a member of a partnership, a Power of Attorney must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business address: _____

Place of residence: _____

Dated: _____

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

_____, as PRINCIPAL and

_____, as SURETY,

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on **July 10, 2022 for** RUNWAY 15-33 PAVEMENT REHABILITATION, PHASE 2

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 RUNWAY 15-33 PAVEMENT REHABILITATION, PHASE 2 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 ____.

PROHIBITION of SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

Date

Signature and Title

IRS Employer Identification Number

CERTIFICATION OF BIDDER REGARDING

AFFIRMATIVE ACTION PROGRAM

(REFERENCE: 41 CFR PART 60-4, EXECUTIVE ORDER 11246)

The bidder hereby certifies that he is in compliance with the Civil Rights Act of 1964, Executive Order No. 11246, Employment Practices Act, and any other applicable Federal and State laws and regulations relating to equal opportunity employment.

Bidder's Name: _____

Address: _____

Name and Title of Signer: _____

Date

Signature

NOTE: The contractor to whom the Contract is awarded shall submit a statement each month certifying that he is in conformance with the Affirmative Action Program.

CERTIFICATION REGARDING FOREIGN TRADE RESTRICTIONS

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Date

Signature

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

(Type 2 - Non-building construction projects, equipment acquisition projects)

PROJECT NAME:	
AIRPORT NAME:	
AIP NUMBER:	

This solicitation and any resulting contract(s) are subject to the Buy America requirements of 49 U.S.C. Section 50101. The bidder certifies it and all associated subcontractors will comply with the Buy American preferences established under Title 49 U.S.C. Section 50101 as follows:

U.S.C. Section 50101 - Buying goods produced in the United States

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under

49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Signature _____
(Name of Bidder)

Date

(Name and Title of Signing Official)

**NON-LOBBYING CERTIFICATION
FOR FEDERAL AID CONTRACTS**

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date

Signature

SUSPENSION AND DEBARMENT REQUIREMENTS

FOR ALL CONTRACTS OVER \$25,000

49 CFR PART 29

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

Signature (Name of Bidder)

Date

(Name and Title of Signing Official)

Business Address

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats.1985), the Bidder hereby declares under penalty of perjury under the laws of the State of California that the

Bidder has _____ has not _____
been convicted within the preceding three years of any offenses referred to in that section including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____ If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION
STD. 21 (REV 12/93) Automated)

CERTIFICATION

I, the official named below, herby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
(Authorized Signature)	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code)
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code 8355(b), to inform employees about all of the following:
 - (a) The Dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy in maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code 8355(c), that everyone who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY
AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Date

Signature

Company Name

Title

Sample Forms

CITY OF UKIAH

Mendocino County, California

AGREEMENT

FOR

RUNWAY 15-33 PAVEMENT REHABILITATION, PHASE 2

Specification No. 21-06

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 **Sixty 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_____.

(continued)

In the presence of:

WITNESS:

_____(SEAL)
(Individual Principal)

(Business Address)

(City/State/Zip Code)

WITNESS:

_____(SEAL)
(Corporate Principal)

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Principal) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

(continued)

ATTEST:

_____	_____	Affix
	(Corporate Surety)	Corporate
		Seal

	(Business Address)	

	(City/State/Zip Code)	

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

The total amount of premium charges is \$_____.

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

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

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

_____ Affix Corporate Seal

CITY OF UKIAH
Mendocino County, California

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

_____, **AS PRINCIPAL,**
and

_____, **AS SURETY,**

are held firmly bound unto **THE CITY OF UKIAH**, hereinafter called the "City" in the penal sum of _____ dollars (\$_____) for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

WHEREAS, the Principal has entered into a certain Contract with the City, dated _____, 20_____, a copy of which is hereto attached and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims, arising out of the prosecution of the work under the Contract and shall fully indemnify the City for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the City shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____, 20_____.

In the presence of:

WITNESS:

_____(SEAL)
(Individual Principal)

(Business Address)

(City/State/Zip Code)

(continued on following page)

WITNESS:

_____(SEAL)
(Corporate Principal)

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Principal)

Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Surety)

Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

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

The total amount of premium charges is \$_____

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

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

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

Signature

Affix Corporate Seal

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall not be less than required by the Specifications.
4. If the Principals are partners or joint venturers, each member shall execute the bond as an individual and state his place of residence.
5. If the Principal is a corporation, the bond shall be executed under its corporate seal.
If the corporation has no corporate seal, it shall so state and affix a scroll or adhesive seal following the corporate name.
6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the Secretary or Assistant Secretary thereof under the corporate seal, or copies attached to such records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary, under the corporate seal, to be true copies.
7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond must not be prior to the date of the Contract.
9. The following information must be placed on the bond by the surety company:
 - a. The rate of premium in dollars per thousand; and
 - b. The total dollar amount of premium charged.
10. The signature of a witness shall appear in the appropriate place attending to the signature of each party of the bond.
11. Type or print the name underneath each signature appearing on the bond.
12. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

CITY OF UKIAH
Mendocino County, California

DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____,
_____, as **PRINCIPAL**
and _____

_____, as **SURETY,**

are held and firmly bound unto the **City of Ukiah** as Obligee, in the penal sum of

_____, (\$ _____),
(5 PERCENT OF THE FINAL CONTRACT AMOUNT)

to which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the City Of Ukiah
dated _____
for _____

WHEREAS, said Contract has been completed, and was approved on the _____ day of _____,
_____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of one (1) year following completion of the Contract, then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the surety assumes no liability for such a guarantee.

Signed, sealed, and dated this _____ day of _____, 20____.

_____(Seal)

BY: _____(Seal)

_____(Seal)

Principal

_____(Seal)

BY: _____(Seal)

_____(Seal)

Surety

CITY OF UKIAH
RUNWAY 15-33 PAVEMENT REHABILITATION PHASE 2
UKIAH MUNICIPAL AIRPORT (UKI)
UKIAH, CALIFORNIA
NOVEMBER 2021

AIP NO.: 3-06-0268-XXX-XXXX

CONTRACTOR SHALL POSSESS A CLASS "A" AND/OR "C-10" LICENSE AT THE TIME OF THE BID OPENING

PROJECT DESCRIPTION

- SCHEDULE 1
- REDUCE RUNWAY WIDTH TO 75 FEET BY REMARKING
 - INSTALL NEW LED MEDIUM INTENSITY TAXIWAY EDGE LIGHTS
 - INSTALL NEW LED MEDIUM INTENSITY RUNWAY EDGE LIGHTS
 - INSTALL NEW LED MEDIUM INTENSITY THRESHOLD LIGHTS

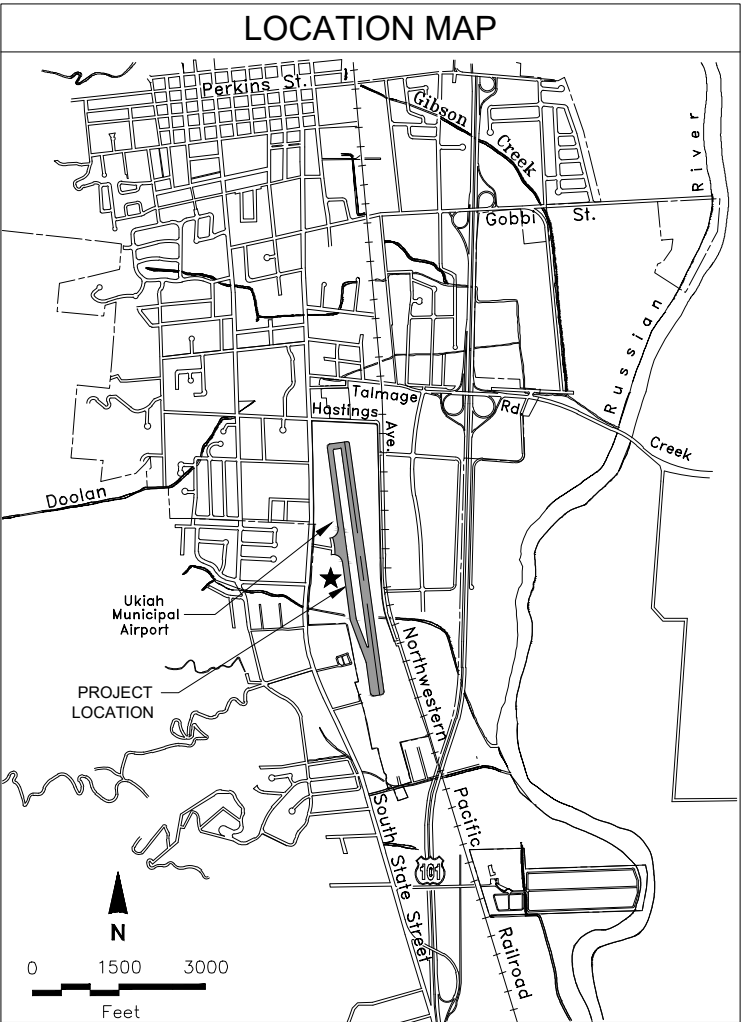
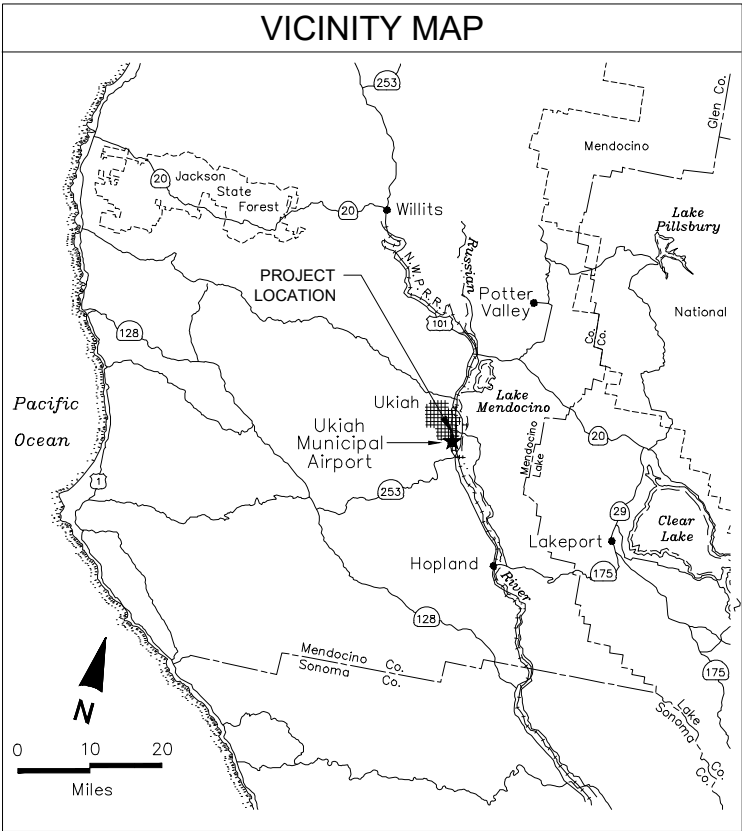
- SCHEDULE 2
- INSTALL FAA PROVIDED LED REILS
 - REPLACE (E) VASI WITH FAA PROVIDED 4-BOX LED PAPI

SHEET INDEX

SHEET NUMBER	SHEET TITLE
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G-081	CONSTRUCTION SAFETY & PHASING PLAN
G-082	CONSTRUCTION SAFETY & PHASING PLAN NOTES
B-051	BORING LOGS
C-021	SCH 1 EROSION CONTROL PLANS
C-022	SCH 1 EROSION CONTROL PLANS
C-023	SCH 1 EROSION CONTROL PLANS
C-024	SCH 2 EROSION CONTROL PLANS
C-025	SCH 2 EROSION CONTROL PLANS
C-051	DEMOLITION PLANS
C-052	DEMOLITION PLANS
C-053	DEMOLITION PLANS
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C-652	MARKING PLANS
C-653	MARKING PLANS
C-654	MARKING PLANS
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E-802	REIL AND VASI DEMOLITION PLANS
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E-912	PAPI - UNIT LIGHT LOCATIONS
E-913	PAPI - LIGHT HOUSING ASSEMBLY LAYOUT
E-914	PAPI - LHA MOUNTING PLANS, SECTIONS, AND FOUNDATION DETAIL
E-915	RWY 15 PAPI EQUIPMENT RACK INSTALLATION
E-916	PAPI - PCA_LHA WIRING DIAGRAM AND DETAILS
E-917	PAPI - REMOTE CONTROL WIRING GG ONLY OR AG ONLY
E-918	REIL - WIRING DIAGRAM
E-919	REIL - FLASHER AND CONTROL UNIT FOUNDATIONS
E-920	REIL - EQUIPMENT RACK INSTALLATION
E-921	15 PAPI REIL UTILITY POWER



MENDOCINO COUNTY



CITY OF UKIAH
RUNWAY 15-33 PAVEMENT
REHABILITATION PHASE 2
UKIAH MUNICIPAL AIRPORT (UKI)
UKIAH, CALIFORNIA

ISSUED

100% SUBMITTAL
NOT FOR CONSTRUCTION

M&H NO.: 2112200-192335.01
DATE: NOVEMBER 2021
DESIGNED BY: JML
DRAWN BY: JML
CHECKED BY: DLA
DO NOT SCALE DRAWINGS

SHEET CONTENTS
COVER SHEET

SHEET NO.

G-001



Know what's below.
Call before you dig.

LEGEND:

	BENCHMARK
	AOA BARRICADE
	CONTROL POINT
	BARRIER, JERSEY
	BOLLARD
	CLEANOUT, SANITARY OR STORM
	ELECTRIC MANHOLE
	ELECTRIC METER
	ELECTRIC PEDESTAL BOX
	ELECTRIC TRANSFORMER BOX
	ELECTRIC SERVICE PANEL
	ELECTRIC HANDHOLE (PULLBOX)
	FIBER OPTIC MANHOLE
	FIRE HYDRANT
	FLAGPOLE
	FUEL SHUT OFF VALVE
	FUEL VENT PIPE
	GAS MANHOLE
	GAS METER
	GAS VALVE
	GAS VENT PIPE
	GATE
	GUY ANCHOR
	HANDHOLE, GENERIC
	IRON PIN
	LIGHT BOLLARD
	FLOODLIGHT POLE
	LIGHT POLE (SINGLE)
	LIGHT POLE (DOUBLE)
	MARKER, CABLE
	MARKER, DUCT
	MONITORING WELL
	PIEZOMETER
	POWER POLE
	POWER POLE, DOUBLE
	POWER POLE WITH LIGHT
	SANITARY SEPTIC TANK VALVE
	SANITARY SEWER LIFT STATION
	SANITARY SEWER MANHOLE
	SANITARY SEWER VALVE
	SANITARY SEWER WET WELL
	SIGN (SINGLE POST)
	SIGN (DOUBLE POST)
	SOIL BORING
	STORM INLET, CURB
	STORM INLET, ROUND
	STORM INLET, SQUARE
	STORM FLARED END SECTION
	STORM SEWER MANHOLE
	STORM WATER QUALITY MANHOLE
	TELECOMMUNICATIONS MANHOLE
	TELECOMMUNICATIONS PEDESTAL BOX
	CTV PEDESTAL BOX
	TRAFFIC FLOW DIRECTION
	UTILITY CROSSING / CONFLICT or CAUTION
	UNDERDRAIN FLUSHER RISER
	UNDERDRAIN MANHOLE
	VALVE MANHOLE
	WATER AIR RELIEF VALVE
	WATER BLOW OFF VALVE
	WATER MANHOLE
	WATER METER
	WATER PRESSURE VALVE
	WATER REDUCER
	WATER VALVE

(SEE X-XXX)	SHEET REFERENCE
(SEE X/X-XXX)	DETAIL REFERENCE
734.97'	EXISTING SPOT ELEVATION
	FINISHED / PROPOSED SPOT ELEVATION
	FINISHED / PROPOSED SLOPE
	BOUNDARY (PROJECT /CONSTRUCTION LIMITS)
CON	CONDUIT, GENERIC
E	ELECTRIC, UNDERGROUND
	EXISTING CONTOUR LINES
	PROPOSED CONTOUR LINES
X	FENCE
GB	GRADE BREAK
	GRADING LIMITS
	HAUL or TRAFFIC ROUTE
	PROPERTY LINE
ROW	RIGHT-OF-WAY
SS	SANITARY SEWER
	SILT FENCE
SSSSSSSSSSSSSSSS	SEDIMENT LOG
SD	STORM SEWER / CULVERT
	SWALE
	SWALE
W	WATER
WB	WETLAND BOUNDARY
	VEGETATION
E-RWY	EXISTING RUNWAY ELECTRICAL
E-TWY	EXISTING TAXIWAY ELECTRICAL
E	ELECTRICAL REMOVAL (E) TWY OR RWY CABLES IN CONDUIT TO BE REMOVED. CONDUIT TO BE ABANDONED.
---	SAWCUT
	MARKING REMOVAL
	RWY RUNWAY ELECTRICAL
	TWY TAXIWAY ELECTRICAL
CP	COUNTERPOISE
PAPI	PAPI ELECTRICAL

LEGEND:

	AGGREGATE BASE COURSE, EXISTING
	AGGREGATE BASE COURSE, PROPOSED
	SHOULDER MATERIAL (RECYCLED AC/AB)
	GRADED AREA
	CONCRETE
	GROUND, EXISTING
	GROUND, PROPOSED
	RESTORATION AREA
	WETLAND
	MARKING REMOVAL
	PAVEMENT DEMOLITION

EXISTING

LEGEND:

	BASE CAN L-867
	BASE CAN
	MIRL (ELEVATED BASE MOUNTED)
	MITL (ELEVATED BASE MOUNTED)
	PAPI
	REIL
	RETROREFLECTOR
	SEQUENCE FLASH
	TDZ
	VASI
	ANTENNA
	CABLE MARKER
	DUCT MARKER
	GROUNDING LUG
	TIEDOWN
	WINDCONE
	DISTANCE REMAINING SIGN
	GUIDANCE SIGN
	CONDUIT LABEL (CABLE QTY & CIRCUIT NAME)
	AIRFIELD RATED ELECTRIC MANHOLE

PROPOSED

LEGEND:

	BASE CAN L-867
	BASE CAN
	MIRL (ELEVATED BASE MOUNTED)
	MITL (ELEVATED BASE MOUNTED)
	PAPI
	REIL
	RETROREFLECTOR
	SEQUENCE FLASH
	TDZ
	VASI
	ANTENNA
	CABLE MARKER
	DUCT MARKER
	GROUNDING LUG
	TIEDOWN
	WINDCONE
	DISTANCE REMAINING SIGN
	GUIDANCE SIGN
	CONDUIT LABEL (CABLE QTY & CIRCUIT NAME)
	AIRFIELD RATED ELECTRIC MANHOLE
	GROUND ROD AND GROUND CONNECTORS

ABBREVIATIONS

AB	AGGREGATE BASE	FL	FLOW LINE	PVC	POINT OF VERTICAL CURVE
AC	ASPHALT CONCRETE	FPS	FEET PER SECOND	PVC	POLYVINYL CHLORIDE
ALT	ALTERNATE	FT	FEET	PVI	POINT OF VERTICAL INTERSECTION
AOA	AIRCRAFT OPERATIONS AREA	G	GAS LINE	PVT	POINT OF VERTICAL TANGENCY
APCH	APPROACH	GAL	GALLON	Q	RATE OF FLOW
APPROX	APPROXIMATE	GALV	GALVANIZED	QTY	QUANTITY
ASB	AGGREGATE SUB-BASE	GB	GRADE BREAK	R	RADIUS
AR	ACCESS ROAD	GND	GROUND	R&R	REMOVE AND REPLACE
ATCT	AIR TRAFFIC CONTROL TOWER	GPM	GALLONS PER MINUTE	RC	RELATIVE COMPACTION
AWG	AMERICAN WIRE GAUGE	GS	GROUND SHOT	RCP	REINFORCED CONCRETE PIPE
AWOS	AUTOMATED WEATHER OBSERVING SYSTEMS	H	HEIGHT	REIL(S)	RUNWAY END IDENTIFIER LIGHTS
BC	BEGINNING OF CURVE	HDPE	HIGH DENSITY POLYETHYLENE	REQ	REQUIRED
BLDG	BUILDING	HIRL	HIGH INTENSITY RUNWAY LIGHT	ROW	RIGHT OF WAY
DM	BENCHMARK	HIR,THL	HIGH INTENSITY THRESHOLD LIGHT	RWA	RUNWAY WORK RESTRICTED AREA
BOT	BOTTOM	HORIZ	HORIZONTAL	RWY	RUNWAY
BVC	BEGINNING OF VERTICAL CURVE	HP	HIGH POINT	S	SANITARY LINE
C-C	CENTER TO CENTER	HW	HEADWALL	SF	SQUARE FOOT
CB	CATCH BASIN	HWL	HIGH WATER LEVEL	SG	STRAIGHT GRADE
CIPCP	CAST IN-PLACE CONCRETE PIPE	HWY	HIGHWAY	SH	SHOULDER
CJ	CONSTRUCTION JOINT	IE	INVERT ELEVATION	SIDA	SECURITY IDENTIFICATION DISPLAY AREA
CFS	CUBIC FEET PER SECOND	IN	INCHES	SMGS	SURFACE MOVEMENT GUIDANCE AND CONTROL SYSTEM
CL	CENTERLINE	L	LENGTH	SS	STAINLESS STEEL
CLF	CHAINLINK FENCE	LBS	POUNDS	ST	STORM LINE
CLR	CLEAR	LF	LINEAL FEET	STA	STATION
CMP	CORRUGATED METAL PIPE	LWL	LOW WATER LEVEL	STD	STANDARD
CO	CLEANOUT	MAX	MAXIMUM	STL	STEEL
CONC	CONCRETE	MID	MID POINT	T	TELEPHONE LINE
CONT	CONTINUOUS	MIN	MINIMUM	TC	TOP OF CURB
CRGO	CARGO	MIRL	MEDIUM INTENSITY RUNWAY LIGHT	TG	TOP OF GRATE
CP	CONTROL POINT	MITL	MEDIUM INTENSITY TAXIWAY LIGHT	T/L	TAXILINE
CTB	CEMENT TREATED BASE	MPH	MILES PER HOUR	TOE	TOE OF BANK
DB	DIRECT BURIAL	(N)	NEW	TOP	TOP OF BANK
DEG	DEGREE	NOTMA	NOTICE TO AIRMAN	TWY	TAXIWAY
DEMO	DEMOLITION	NTS	NOT TO SCALE	TYP	TYPICAL
DI	DROP INLET	OC	ON CENTER	UD	UNDERDRAIN
DIA	DIAMETER	OH	OVERHEAD	UG	UNDERGROUND
DIM	DIMENSION	NTS	NOT TO SCALE	UON	UNLESS OTHERWISE NOTED
DIP	DUCTILE IRON PIPE	OC	ON CENTER	V	VELOCITY
DP	DEPTH	OH	OVERHEAD	VASI	VISUAL APPROACH SLOPE INDICATOR
(E)	EXISTING	OWS	OIL WATER SEPERATOR	VC	VERTICAL CURVE
E	ELECTRICAL LINE	PAPI	PRECISION APPROACH PATH INDICATOR	VERT	VERTICAL
E	ELECTRICAL LINE	PB	PULL BOX	VIF	VERIFY IN FIELD
EC	END OF CURVE	PC	POINT OF CURVATURE	W	WATER LINE
EG	EXISTING GRADE	PCC	PORTLAND CEMENT CONCRETE	W/	WITH
ELEV	ELEVATION	PCF	POUNDS PER CUBIC FOOT	W/O	WITHOUT
EOP	EDGE OF PAVEMENT	PERF	PERFORATED	WSE	WATER SURFACE ELEVATION
EVC	END OF VERTICAL CURVE	PI	POINT OF INTERSECTION	WSP	WELDED STEEL PIPE
FAA	FEDERAL AVIATION ADMINISTRATION	POB	POINT OF BEGINNING	WV	WATER VALVE
FBO	FIXED BASE OPERATOR	POC	POINT OF CURVE	WWM	WELDED WIRE MESH
FF	FINISHED FLOOR	POE	POINT OF ENDING		
FG	FINISHED GRADE	PSI	POUNDS PER SQUARE INCH		
FH	FIRE HYDRANT	PSF	POUNDS PER SQUARE FOOT		
		PT	POINT OF TANGENCY		

Mead & Hunt
Mead and Hunt, Inc.
1360 19th Hole Drive,
Suite 200
Windsor, CA 95492
phone: 707-526-5010
meadhunt.com

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CITY OF UKIAH
RUNWAY 15-33 PAVEMENT
REHABILITATION PHASE 2
UKIAH MUNICIPAL AIRPORT (UKI)
UKIAH, CALIFORNIA

ISSUED

100% SUBMITTAL
NOT FOR CONSTRUCTION

M&H NO.: 2112200-192335.01
DATE: NOVEMBER 2021
DESIGNED BY: JML
DRAWN BY: JML
CHECKED BY: DLA
DO NOT SCALE DRAWINGS

SHEET CONTENTS
LEGEND &
ABBREVIATIONS

SHEET NO.

G-002

ISSUED

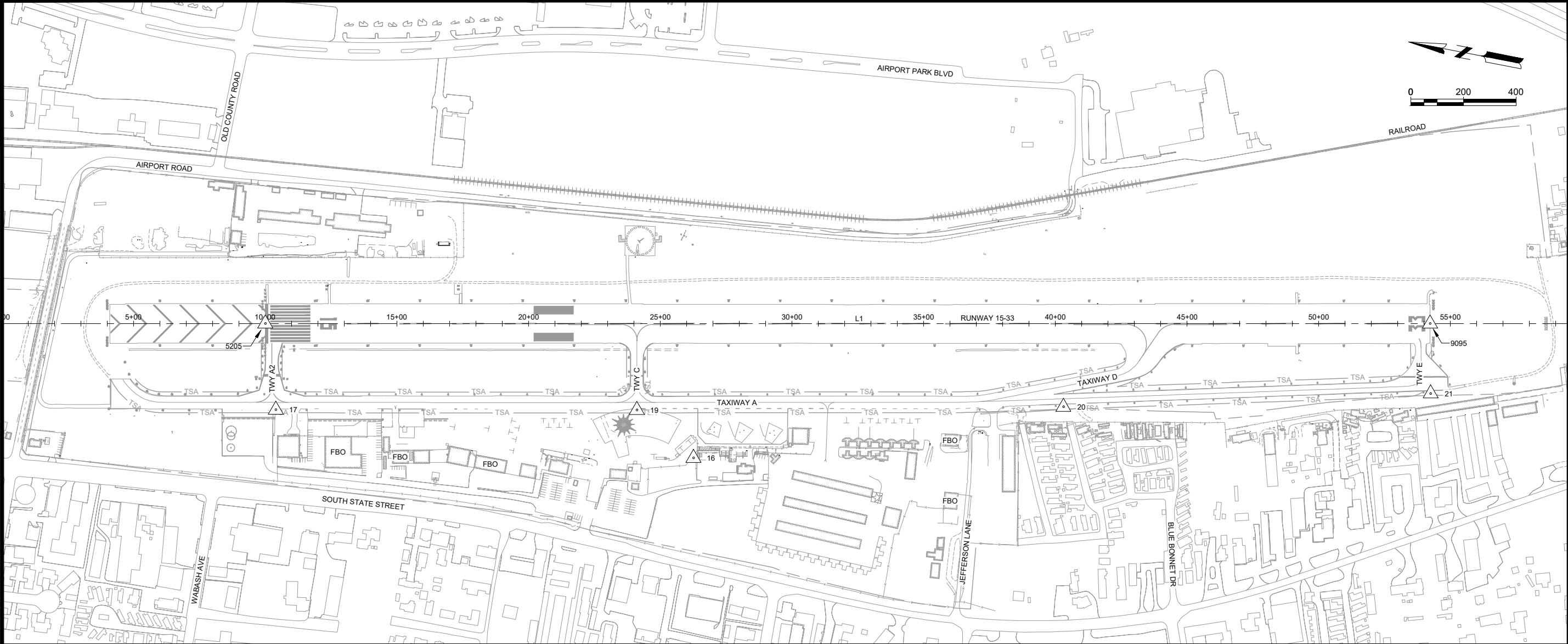
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SHEET NO.

Page 652 of 1299



- | | | | |
|----|--|-----|---|
| 1. | ALL WORK REQUIRED TO COMPLETE THE CONSTRUCTION COVERED BY THESE PLANS SHALL BE IN ACCORDANCE WITH FAA STANDARD SPECIFICATIONS AND AS SUPPLEMENTED PER CALTRANS OR THE CITY UNLESS SPECIFIED OTHERWISE. CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH ALL REQUIRED STANDARD SPECIFICATIONS, DETAILS AND SUPPLEMENTS PRIOR TO PERFORMING THE WORK ASSOCIATED WITH THESE PLANS. IF IN CONFLICT, FAA SPECIFICATIONS SHALL TAKE PRECEDENCE OVER ANY OTHER SPECIFICATIONS. | 11. | TRAFFIC CONTROL DEVICES AND METHODS SHALL CONFORM TO THE REQUIREMENTS OF THE STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROL (MUTCD), LATEST EDITION. |
| 2. | THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MEANS, METHODS, SEQUENCING AND SAFETY MEASURES USED DURING CONSTRUCTION UNLESS SPECIFICALLY ADDRESSED OTHERWISE. | 12. | THE CONTRACTOR SHALL PROTECT ALL FAA FACILITIES, AIRFIELD SIGNAGE, LIGHTING AND SECURITY EQUIPMENT WITHIN PROJECT LIMITS. DAMAGES TO EXISTING ELECTRICAL EQUIPMENT AND SIGNAGE SHALL BE REPAIRED IMMEDIATELY AT THE CONTRACTOR'S EXPENSE. |
| 3. | PER THE CONSTRUCTION SAFETY AND PHASING PLAN, THE CONTRACTOR SHALL SUBMIT A SCHEDULE TO CITY OF UKIAH AND THE ENGINEER PRIOR TO THE START OF WORK. THE CONTRACTOR SHALL PRESENT THE SCHEDULE DURING THE PRE-CONSTRUCTION MEETING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING THE BASELINE SCHEDULE AND PRESENTING UPDATES AT THE WEEKLY CONSTRUCTION COORDINATION MEETING. CLOSE COORDINATION WITH THE CITY OF UKIAH, AIRPORT OPERATIONS AND FAA WILL BE REQUIRED THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL BE ACTIVELY INVOLVED IN MONITORING CONSTRUCTION SCHEDULE AND HOW IT RELATES TO THE REQUIRED FAA MILESTONES FOR FLIGHT CHECKS OPERATIONS AND PROCEDURES. | 13. | ACCESS TO ALL FIRE HYDRANTS AND PIPESTANDS SHALL BE MAINTAINED AT ALL TIMES. |
| 4. | THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS APPLICABLE TO THE CONSTRUCTION COVERED BY THE PLANS AND SPECIFICATIONS. | 14. | DUMP TRUCKS SHALL USE LOAD COVERS AND SHALL BE LOADED BY THE CONTRACTOR SUCH THAT NO SPILLAGE OCCURS DURING TRANSIT ON STATE, MUNICIPAL, OR AIRPORT ROADWAYS. PRIOR TO BEING ALLOWED ON ANY AIRFIELD PAVEMENT OR ROADWAYS, WHEELS OF TRUCKS SHALL BE CLEANED AND INSPECTED. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF THE IMMEDIATE CLEANING OF MATERIAL TRACKING, SPILLS, AND DAMAGE ON THE PAVED SURFACES RESULTING FROM THE CONTRACTOR'S OPERATIONS. |
| 5. | THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND COMPLYING WITH ALL PERMITS REQUIRED TO COMPLETE THE WORK COVERED BY THE PLANS AND SPECIFICATIONS. | 15. | CONTRACTOR SHALL CONTACT USA NORTH (811) PRIOR TO ANY EXCAVATION. |
| 6. | A REASONABLE EFFORT HAS BEEN MADE TO SHOW THE LOCATION OF EXISTING UNDERGROUND FACILITIES IN THE CONSTRUCTION AREA. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO THE EXISTING FACILITIES CAUSED DURING THEIR CONSTRUCTION OPERATIONS. CONTRACTOR SHALL CALL "DIG ALERT", 811 AND HAVE UTILITY LOCATES IN PLACE AND POTHOLING PERFORMED PRIOR TO BEGINNING CONSTRUCTION. | 16. | CONTRACTOR SHALL PROTECT EXISTING UTILITIES TO REMAIN THROUGHOUT CONSTRUCTION. |
| 7. | THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COORDINATION OF THE CONSTRUCTION AFFECTING UTILITIES AND THE COORDINATION OF ANY NECESSARY UTILITY RELOCATION. | 17. | ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED. |
| 8. | THE CONTRACTOR SHALL VERIFY LOCATION AND CONDITION OF ALL EXISTING SURFACES AT POINTS OF TIE - IN AND MATCHING PRIOR TO COMMENCEMENT OF CONSTRUCTION. SHOULD DISCREPANCIES BE FOUND FROM THAT DEPICTED ON THIS PLAN, RESULTING IN THE DESIGN INTENT REFLECTED ON THIS PLAN NOT ABLE TO BE CONSTRUCTED, CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER FOR DIRECTION ON HOW TO PROCEED PRIOR TO COMMENCEMENT/CONTINUATION OF CONSTRUCTION. | 18. | BORROW SITES ARE NOT AVAILABLE FOR USE BY THE CONTRACTOR ON AIRPORT PROPERTY. ALL BORROW MATERIALS, TOPSOIL, OR OTHER SOIL MATERIAL, SHALL BE OBTAINED BY THE CONTRACTOR FROM COMMERCIAL SOURCES FROM OFF-SITE LOCATIONS. |
| 9. | DISPOSAL OF EXCAVATION MATERIAL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. SUITABLE UNCLASSIFIED EXCAVATION MATERIAL, AS DEFINED IN SPECIFICATION ITEM P-152, SHALL BE PLACED IN THE DESIGNATED SPOILS AREA, COMPACTED TO 95% RELATIVE COMPACTION, AND GRADED TO DRAIN. ANY UNSUITABLE MATERIAL OR PAVEMENT REMOVAL SHALL BE REQUIRED TO BE HAULED AND DISPOSED OFFSITE AT A LEGAL DUMPING SITE. ALL COSTS ASSOCIATED WITH OFF HAUL (INCLUDING ENVIRONMENTAL TESTING) SHALL BE THE CONTRACTOR'S RESPONSIBILITY. | | |



RUNWAY 15-33 ALIGNMENT LINE DATA							
LINE #	START STATION	START NORTHING	START EASTING	END STATION	END NORTHING	END EASTING	BEARING
L1	0+00.00	2177278.560	6220410.971	60+00.00	2171387.086	6221546.986	S10° 54' 50.51"E

CONTROL POINTS				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
16	2174603.228	6220407.415	622.43	CPFP-1000
17	2176195.060	6220286.960	620.57	CP-REBAR & CAP
19	2174848.678	6220545.278	615.92	CP-CUTX
20	2173261.324	6220864.070	609.51	CP-REBAR & CAP
21	2171901.364	6221177.511	607.87	CP-REBAR & CAP
5205	2176296.648	6220600.307	616.78	FND-MAG/WASHER
9095	2171954.306	6221437.613	604.72	FND-MAG/WASHER

BASIS OF SURVEY:

BASIS OF BEARINGS (RUNWAY 33)
THE BEARING OF S 10°54'50.51" E, FROM GPS OBSERVATIONS, BETWEEN FOUND POINT #5205 AND FOUND POINT #9095 WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

HORIZONTAL POSITIONS ARE BASED ON THE NAD 83 DATUM (STATE PLANE COORDINATES, CALIFORNIA ZONE 2).

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UKIAH, CALIFORNIA**

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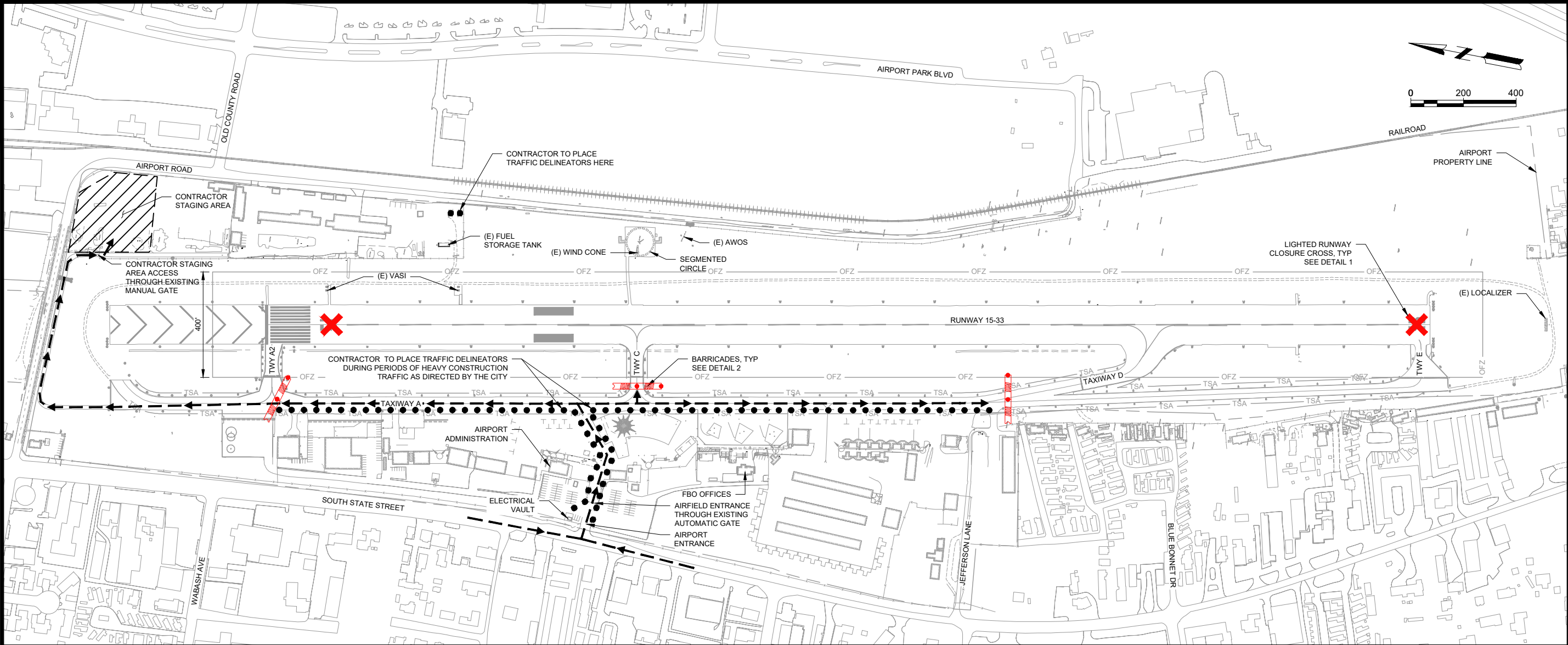
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SHEET CONTENTS
**SURVEY CONTROL
PLAN**

SHEET NO.

G-041



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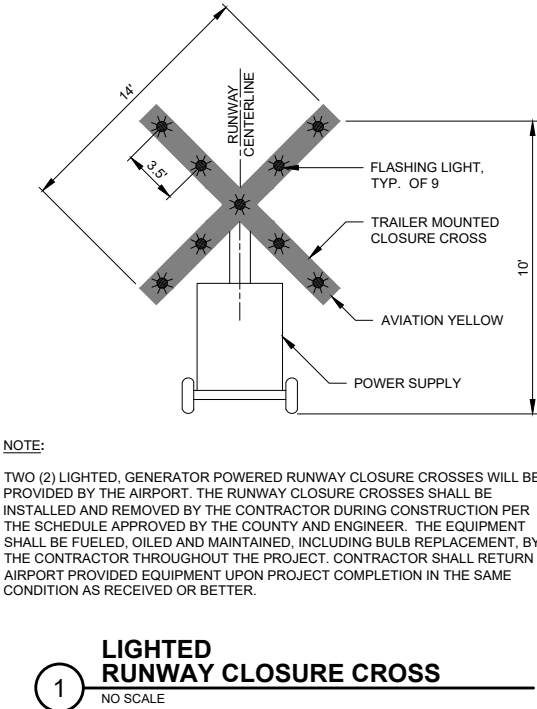
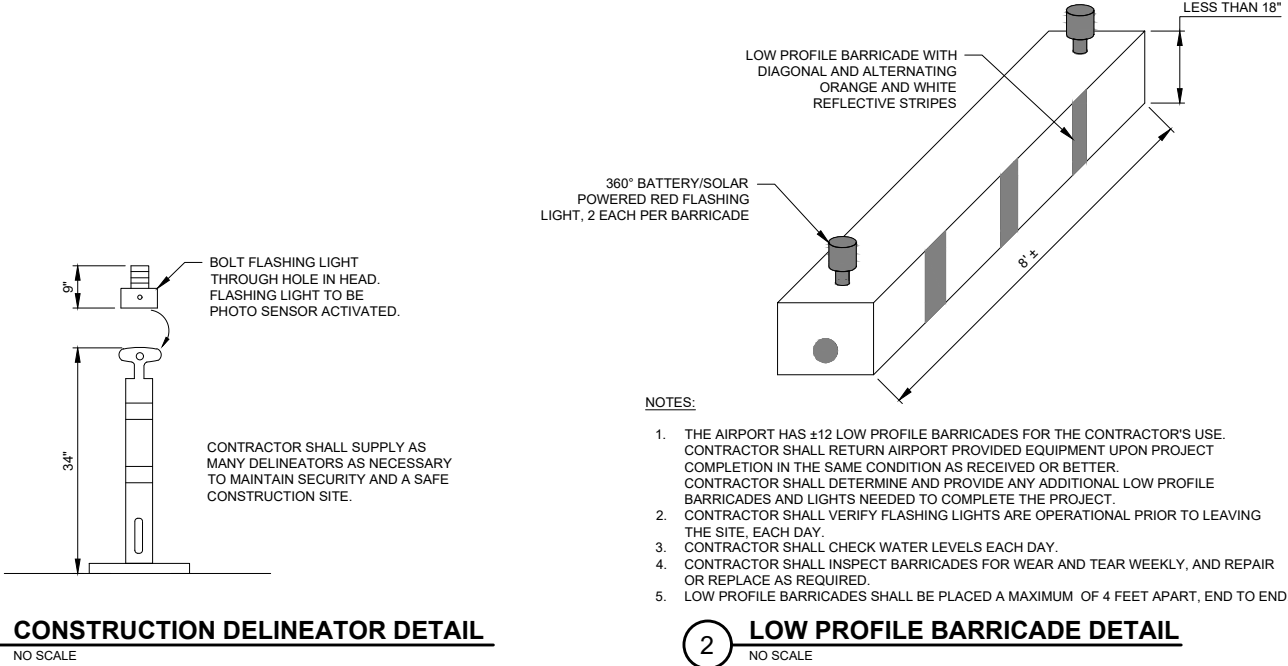
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SHEET CONTENTS
**CONSTRUCTION
SAFETY & PHASING
PLAN**

SHEET NO.

G-081

- LEGEND:**
- LIGHTED RUNWAY CLOSURE MARKER, PER DETAIL 1/G-081
 - STAGING AREA
 - HAUL ROUTE
 - SPACED LOW-PROFILE BARRICADES, PER DETAIL 2/G-081
 - TRAFFIC DELINEATORS



- NOTE:**
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND REPAIRING ANY EXISTING PAVEMENTS AND/OR HAUL ROUTES DAMAGED BY CONSTRUCTION TRAFFIC THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY NECESSARY ADDITIONAL STABILIZATION OF ALL ACCESS ROAD AND HAUL ROUTES. ALL ACCESS AND HAUL ROUTES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITION PRIOR TO FINAL ACCEPTANCE OF THE PROJECT. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
 - A VACUUM POWERED SWEEPER SHALL BE PROVIDED AT ALL TIMES TO KEEP AIRFIELD PAVEMENT FREE OF DIRT, DEBRIS, AND FOD.

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PHASING AND TIME LIMITATION

THE PROJECT HAS BEEN DIVIDED INTO TWO ELEMENTS: 1) MOBILIZATION AND 2) CONSTRUCTION. A SEPARATE NOTICE TO PROCEED WILL BE ISSUED FOR MOBILIZATION ELEMENT AND THE CONSTRUCTION ELEMENT. THE NOTICE TO PROCEED FOR THE CONSTRUCTION ELEMENT WILL NOT BE ISSUED UNTIL THE MOBILIZATION ELEMENT IS COMPLETE AND THE SPCD IS APPROVED BY THE CITY. THE WORK EFFORTS AND AFFECTED AIRFIELD AREAS WITHIN THE AOA ARE DETAILED WITHIN. THE MOBILIZATION ELEMENT WILL BE COMPLETED AS FOLLOWS DEPENDING ON THE CONTRACT AWARD.

CONTRACT AWARD	MOBILIZATION ELEMENT	CONSTRUCTION ELEMENT	TOTAL
BASE BID (SCHEDULES 1 &2)	30 CALENDAR DAYS	30 CALENDAR DAYS	60 CALENDAR DAYS

IF THE CONTRACTOR FAILS TO MEET ANY OF THESE TIME LIMITATIONS, LIQUIDATED DAMAGES WILL BE ASSESSED AS DESCRIBED IN THE PROJECT SPECIFICATIONS.

ELEMENT 1 - MOBILIZATION (30 CALENDAR DAYS)

DURING THIS ELEMENT OF THE PROJECT, NO WORK WILL BE CONDUCTED THAT RESTRICTS AIRPORT OPERATIONS IN ANY WAY. MOBILIZATION WORK WILL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING:

- A. PROCESSING OF REQUIRED SUBMITTALS, INCLUDING THE CONTRACTOR'S WORK SCHEDULE.
- B. PREPARATION AND SUBMISSION OF THE SPCD.
- C. ALL PREQUALIFICATION TESTING, REVIEW, AND APPROVAL.
- D. AIRFIELD SAFETY DEVICES DELIVERED/PREPARED AT THE SITE (CONSTRUCTION FLAGS, LOW PROFILE BARRICADES, AIRPORT RADIOS, RUNWAY CLOSURE MARKERS).
- E. MATERIALS AND EQUIPMENT DELIVERED TO SITE, AS APPLICABLE.
- F. SURVEY LAYOUT (OPTIONAL).
- G. UNDERGROUND UTILITY INVESTIGATION AND POTHOLING.
- H. ALL MISCELLANEOUS MOBILIZATION EFFORTS REQUIRED TO COMMENCE CONSTRUCTION.

ALL PRELIMINARY WORK REQUIRED TO PURSUE CONSTRUCTION TO COMPLETION WILL BE FINALIZED DURING THE MOBILIZATION ELEMENT TO MINIMIZE DELAYS DURING CONSTRUCTION.

ELEMENT 2 - CONSTRUCTION

CONSTRUCTION (30 CALENDAR DAYS)

CONSTRUCTION WORK AFFECTS THE RUNWAY SAFETY AREA OF RUNWAY 15-33 AND THE OBJECT FREE AREA OF TAXIWAY A2, C, D, AND E. THE CONTRACTOR WILL BE RESPONSIBLE FOR PLACING CLOSURE DEVICES (RUNWAY CLOSURE MARKERS, TRAFFIC DELINEATORS, LOW-PROFILE BARRICADES, FLAGS AND LIGHTS) AND DEACTIVATING AIRFIELD LIGHTING SYSTEMS FOR AREAS CLOSED.

- CRITICAL AIRFIELD AREAS CONSTRUCTION**
- A. RUNWAY SAFETY AREA (RSA). WORK CANNOT BE COMPLETED WITHIN THE RSA WHILE THE RUNWAY IS OPEN.
 - RUNWAY 15-33 RSA IS 150 FEET WIDE, CENTERED ON THE RUNWAY CENTERLINE, AND EXTENDS 300 FEET BEYOND THE RUNWAY THRESHOLD.
 - B. TAXIWAY OBJECT FREE AREA (TOFA). WORK CANNOT BE COMPLETED WITHIN THE TOFA WHILE THE TAXIWAY IS OPEN.
 - ALL TAXIWAYS AND CONNECTORS HAVE A TOFA THAT IS 98 FEET WIDE CENTERED ON THE TAXIWAY CENTERLINE.

DEFINITION OF WORK AREAS AND PHASING LIMITATIONS

THE FOLLOWING PHASING RESTRICTIONS APPLY:

THE WORK AREA FOR THIS PROJECT IS DEFINED AS RUNWAY 15-33, TAXIWAY CONNECTORS A2, C, D, AND E, AND AREAS OUTSIDE THE ROFA AS DEPICTED ON SHEET G-081. WORK WITHIN THE WORK AREA INCLUDES REMOVAL OF MARKINGS, APPLICATION OF NEW MARKINGS, DEMOLITION OF EXISTING EDGE LIGHTS, TRENCHING AND INSTALLATION OF CABLES, NEW EDGE LIGHTS, DEMOLITION OF EXISTING VASI SYSTEM, INSTALLATION OF NEW PAPI SYSTEM, DEMOLITION OF EXISTING REILS, AND THE INSTALLATION OF NEW REILS.

THIS WORK WILL BE COMPLETED WITHIN THE 30 CALENDAR DAYS ALLOTTED FOR CONSTRUCTION.

WORK AREA SUMMARY

- A. SCOPE OF WORK - REMOVAL OF SPECIFIC EXISTING MARKINGS, APPLICATION OF NEW MARKINGS, DEMOLITION OF EXISTING RUNWAY AND TAXIWAY EDGE LIGHTS, INSTALLATION OF NEW RUNWAY AND TAXIWAY EDGE LIGHTS, DEMOLITION OF EXISTING VASI SYSTEM, INSTALLATION OF NEW RUNWAY 15 PAPI, DEMOLITION OF EXISTING REILS, INSTALLATION OF NEW REILS, AND FIRST APPLICATION OF PAVEMENT MARKINGS.
- B. AREA CLOSED TO AIRCRAFT OPERATIONS - RUNWAY 15-33, PORTION OF TAXIWAY A, AND ALL TAXIWAY CONNECTORS.
- C. DURATION OF CLOSURE - 30 CALENDAR DAYS (29 CONSECUTIVE DAYS AND 1 ADDITIONAL DAY FOR FINAL MARKINGS APPLICATION).
- D. ALTERNATE TAXI ROUTE - NONE. AIRPORT WILL BE CLOSED.
- E. EMERGENCY ACCESS ROUTES - COMMUNITY FIRE AND RESCUE SERVICES ENTER THROUGH EXISTING GATES OFF OF SOUTH STATE STREET TO THE AIRPORT HANGARS AND APRON AREAS. CONSTRUCTION OPERATIONS WILL NOT HINDER ACCESS TO THE AIRPORT.
- F. CONSTRUCTION STAGING AREA - CONTRACTOR'S STAGING AREA IS LOCATED AT THE NORTHEAST CORNER OF THE AIRPORT AND IS ACCESSED FROM THE AIRPORT SERVICE ROAD LEADING FROM THE NORTH END OF TAXIWAY A AS SHOWN ON THE CONSTRUCTION SAFETY AND PHASING PLAN DRAWING (SEE ATTACHMENT 1).
- G. CONSTRUCTION ACCESS AND HAUL ROUTE - ACCESS WILL BE FROM SOUTH STATE STREET THROUGH THE MAIN GATE ADJACENT TO THE AIRPORT ADMINISTRATION BUILDING AND ONTO THE APRON. THE ROUTE CONTINUES NORTH ALONG TAXIWAY A AND TAXIWAY CONNECTOR A2 AND SOUTH ALONG THE APRON AND TAXIWAY A TO THE OTHER TAXIWAY CONNECTORS FOR RUNWAY ACCESS. PLASTIC DELINEATORS (42-INCH HIGH) WILL BE REQUIRED WHEN THERE IS HEAVY CONSTRUCTION TRAFFIC IN THE APRON AREA, AS DIRECTED BY THE CITY. CONTRACTOR WILL COORDINATE USE OF THE GATE AND APRON AREA WITH THE AIRPORT MANAGER.
- H. IMPACTS TO NAVAIDS - NONE.
- I. LIGHTING AND MARKING CHANGES - THE AIRPORT WILL BE CLOSED TO OPERATIONS DURING THE CONSTRUCTION. RUNWAY AND TAXIWAY EDGE LIGHTS, REILS, AND VASIS WILL BE DEACTIVATED DURING THE CLOSURE PERIOD AND REPLACED IN RELOCATED POSITIONS PRIOR TO REOPENING.
- J. REQUIRED HAZARD MARKING AND LIGHTING - CONTRACTOR WILL PLACE RUNWAY CLOSURE MARKINGS (CROSSES) ON RUNWAY DESIGNATION MARKERS AS DIRECTED BY THE CITY. LOW PROFILE BARRICADES AND 42-INCH HIGH PLASTIC TRAFFIC DELINEATORS WILL BE PLACED ACROSS THE TAXIWAY A AT THE NORTH END OF THE APRON, ACROSS TAXIWAY CONNECTOR C NEAR THE MIDDLE OF THE APRON AND ACROSS BOTH TAXIWAY A AND TAXIWAY CONNECTOR D AT THE SOUTH END OF THE APRON AS SHOWN ON PLAN SHEET G-081. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR'S ACCESS ROUTE WILL BE SEPARATED FROM THE REMAINING APRON AREAS BY 42-INCH HIGH PLASTIC TRAFFIC DELINEATORS, AS DIRECTED BY THE CITY. ALL AIRFIELD LIGHTS AND NAVIGATIONAL AND VISUAL AIDS WILL BE DECOMMISSIONED DURING CONSTRUCTION HOURS.
- K. LEAD TIMES FOR REQUIRED NOTIFICATION - 5 WORKING DAYS.

CONSTRUCTION SAFETY AND PHASING PLAN SHEETS

DRAWINGS SPECIFICALLY INDICATING OPERATIONAL SAFETY PROCEDURES AND METHODS IN AFFECTED AREAS HAVE BEEN DEVELOPED FOR EACH CONSTRUCTION WORK AREA. THESE DRAWINGS ARE INCLUDED IN THE CONTRACT DRAWING BID PACKAGE (PLAN SHEETS G-021, G-081 AND G-082).

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CITY OF UKIAH
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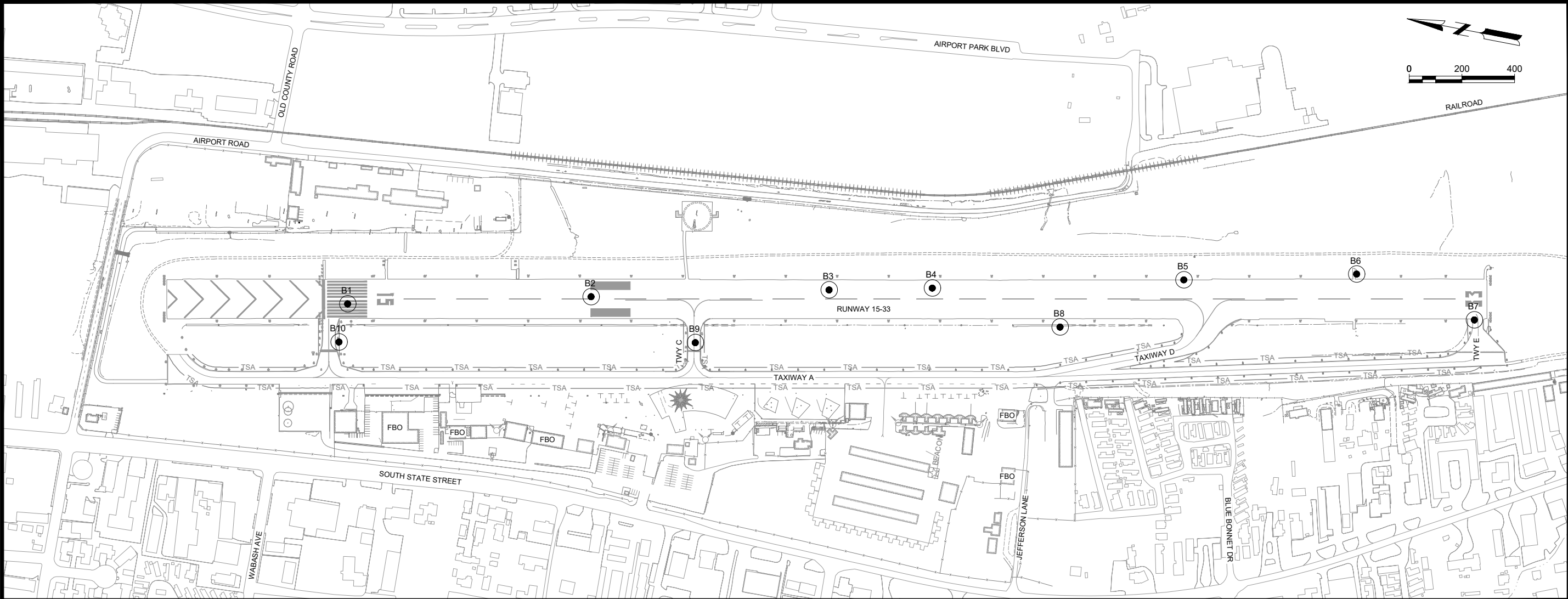
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SHEET CONTENTS
CONSTRUCTION
SAFETY & PHASING
PLAN NOTES

SHEET NO.

G-082



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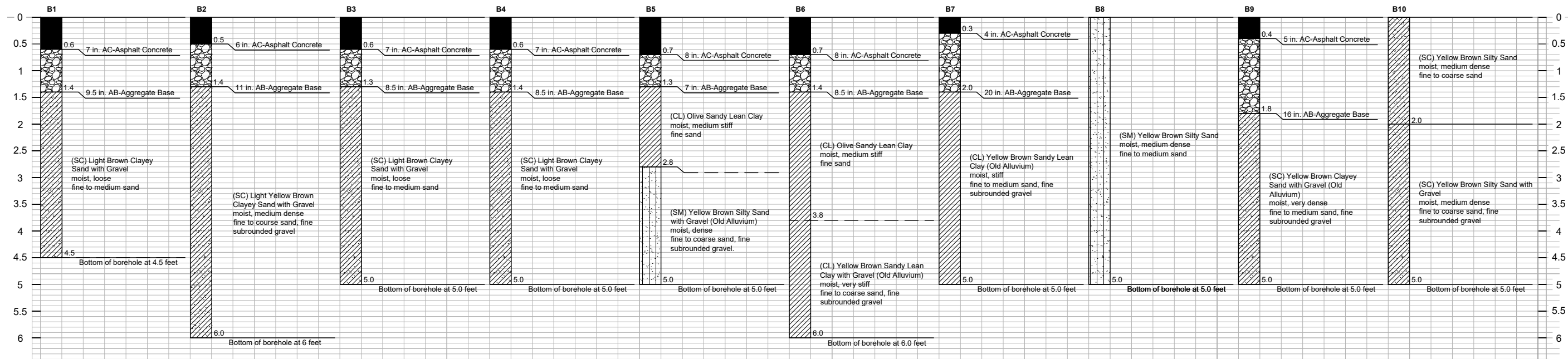
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SHEET CONTENTS
BORING LOGS

SHEET NO.

B-051



LEGEND

B1
 ASPHALT CONCRETE

AGGREGATE BASE
 SM: SILTY SAND

SL: LEAN CLAY
 SC: CLAYEY SAND

NOTES:
1. INFORMATION PROVIDED IS BASED ON THE REPORT DATED MAY 1, 2017 BY LACO.
2. THE GEOTECHNICAL REPORT FOR THE PROJECT IS PROVIDED IN ITS ENTIRETY IN THE PROJECT SPECIFICATIONS.

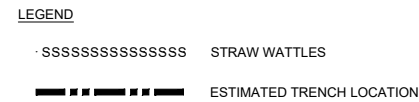
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CHAPTER 1 EROSION CONTROL PLANS

C-021



1. STRAW WATTLE SPACING FROM TRENCH IS EXAGGERATED FOR VIEWING PURPOSES.
2. PRIOR TO OPENING AIRPORT, ALL EROSION CONTROL ITEMS ARE TO BE REMOVED AND GRADES ARE TO MEET OFA AND RSA REQUIREMENTS.

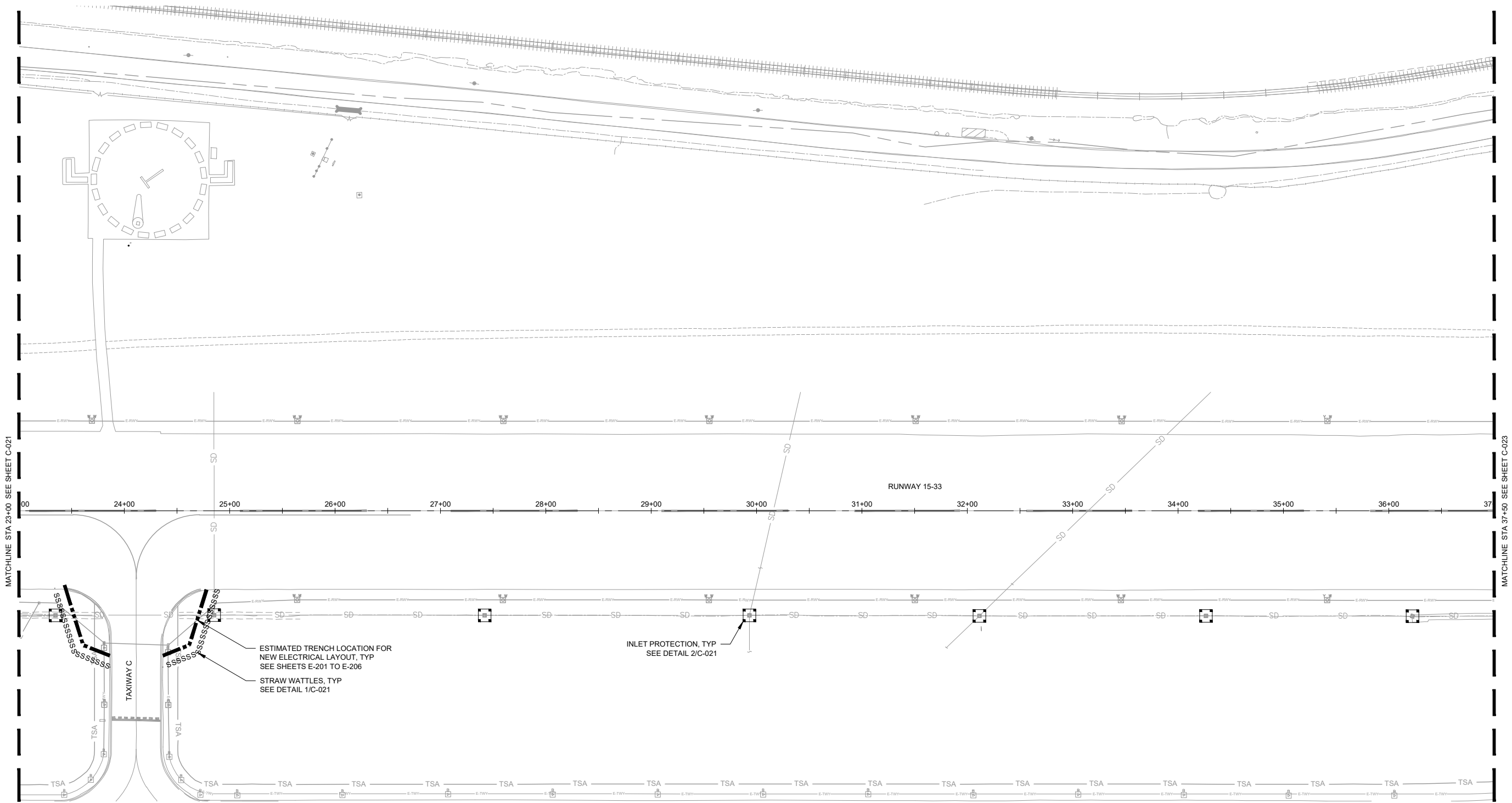
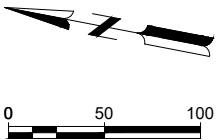


**CITY OF UKIAH
RUNWAY 15-33 PAVEMENT
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UKIAH MUNICIPAL AIRPORT (UKI)
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SCHEDULE 1

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C-022



· SSSSSSSSSSSSSS STRAW WATTLES

■■■ ■■■■■■■■■■ ESTIMATED TRENCH LOCATION

1. STRAW WATTLE SPACING FROM TRENCH IS EXAGGERATED FOR VIEWING PURPOSES.
2. PRIOR TO OPENING AIRPORT, ALL EROSION CONTROL ITEMS ARE TO BE REMOVED AND GRADES ARE TO MEET OFA AND RSA REQUIREMENTS.

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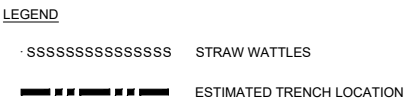
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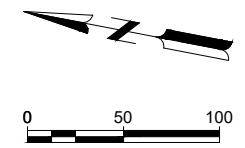
SCH 1 EROSION
CONTROL PLANS

SHEET NO. _____

C-023



- ### NOTES
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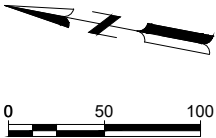
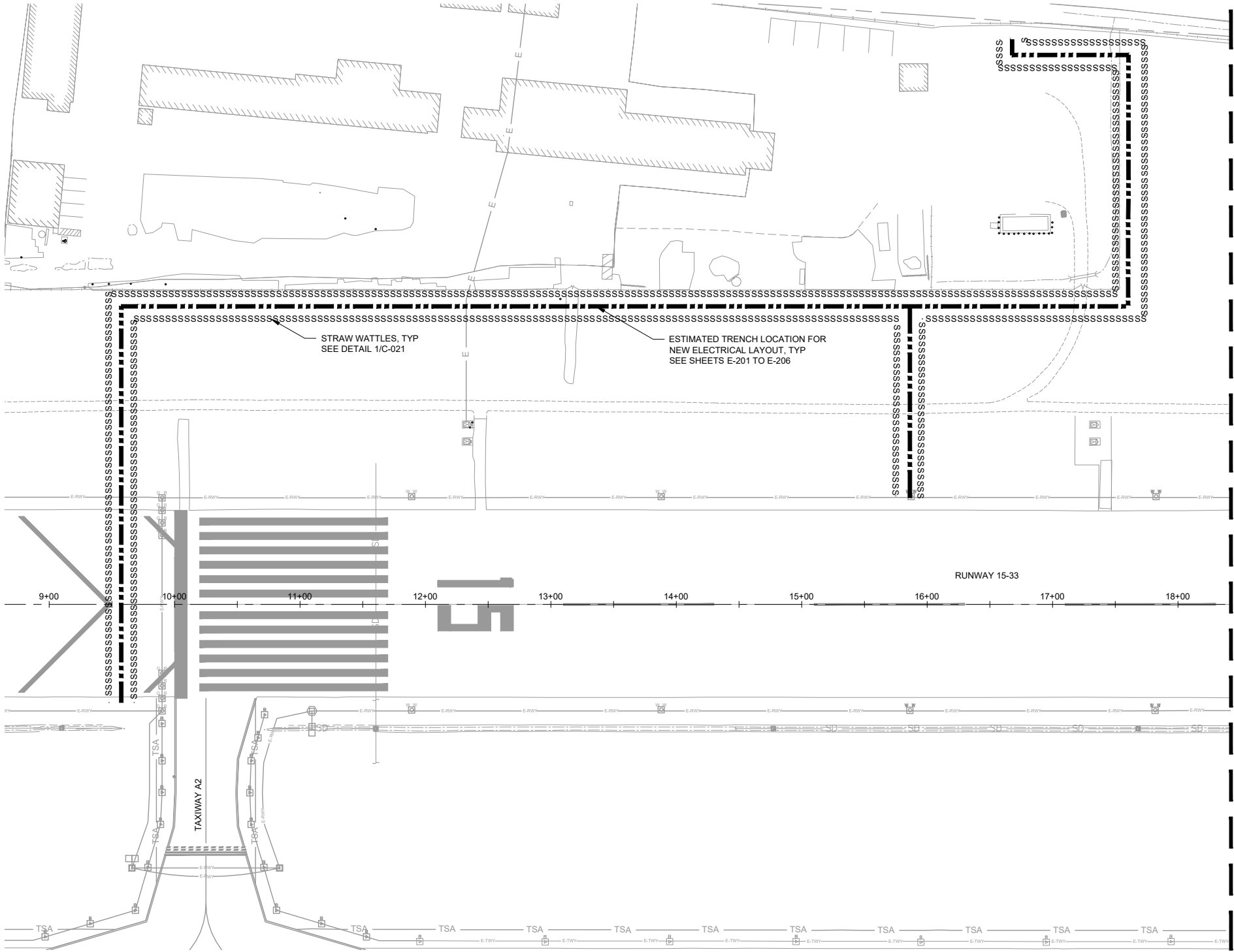
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- SSSSSSSSSSSSSSSS STRAW WATTLES
- ESTIMATED TRENCH LOCATION

NOTES

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SHEET CONTENTS
SCH 2 EROSION
CONTROL PLANS

SHEET NO.
C-024

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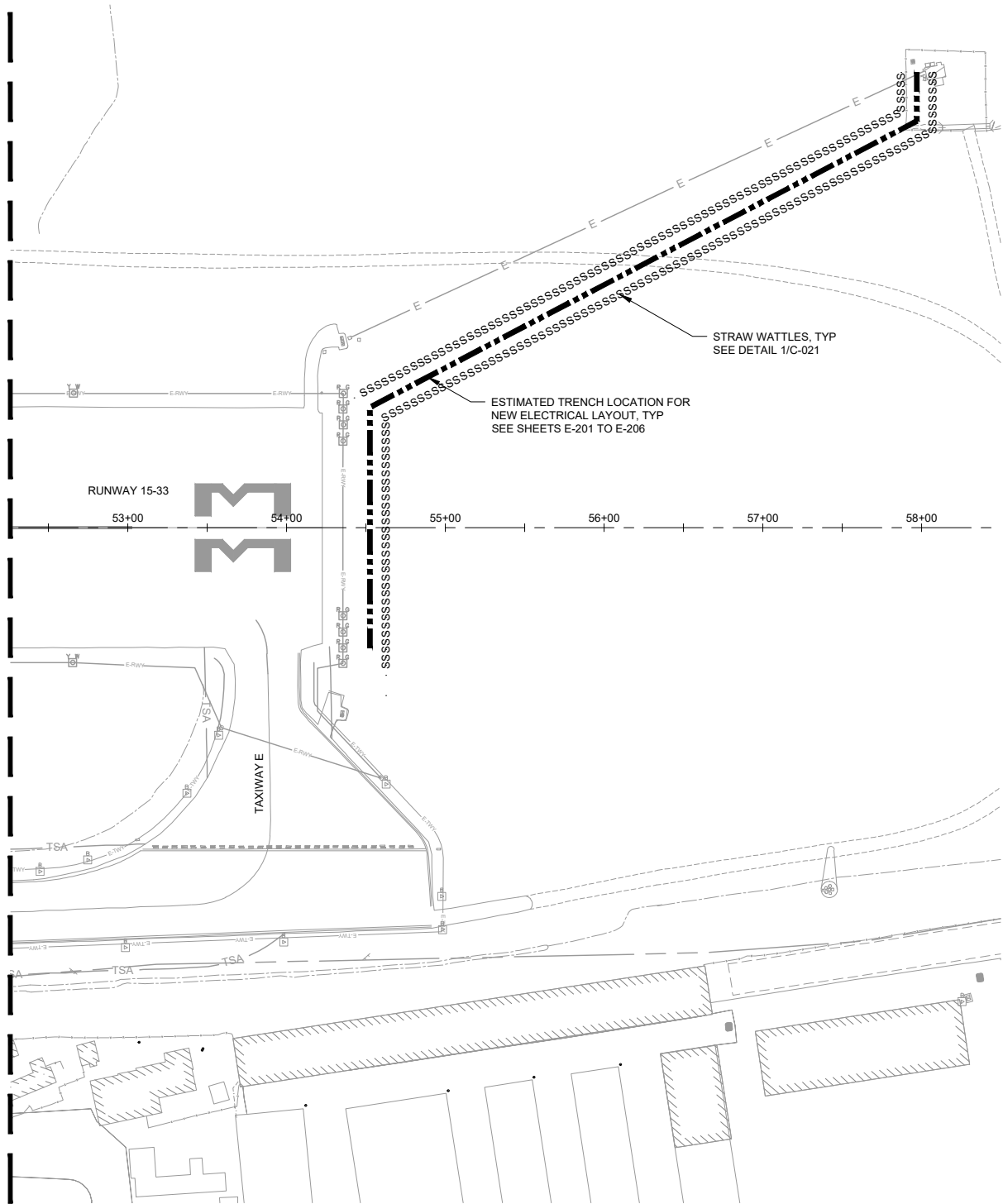
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STRAW WATTLES
- ESTIMATED TRENCH LOCATION

NOTES

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ISSUED

SCHEDULE 2

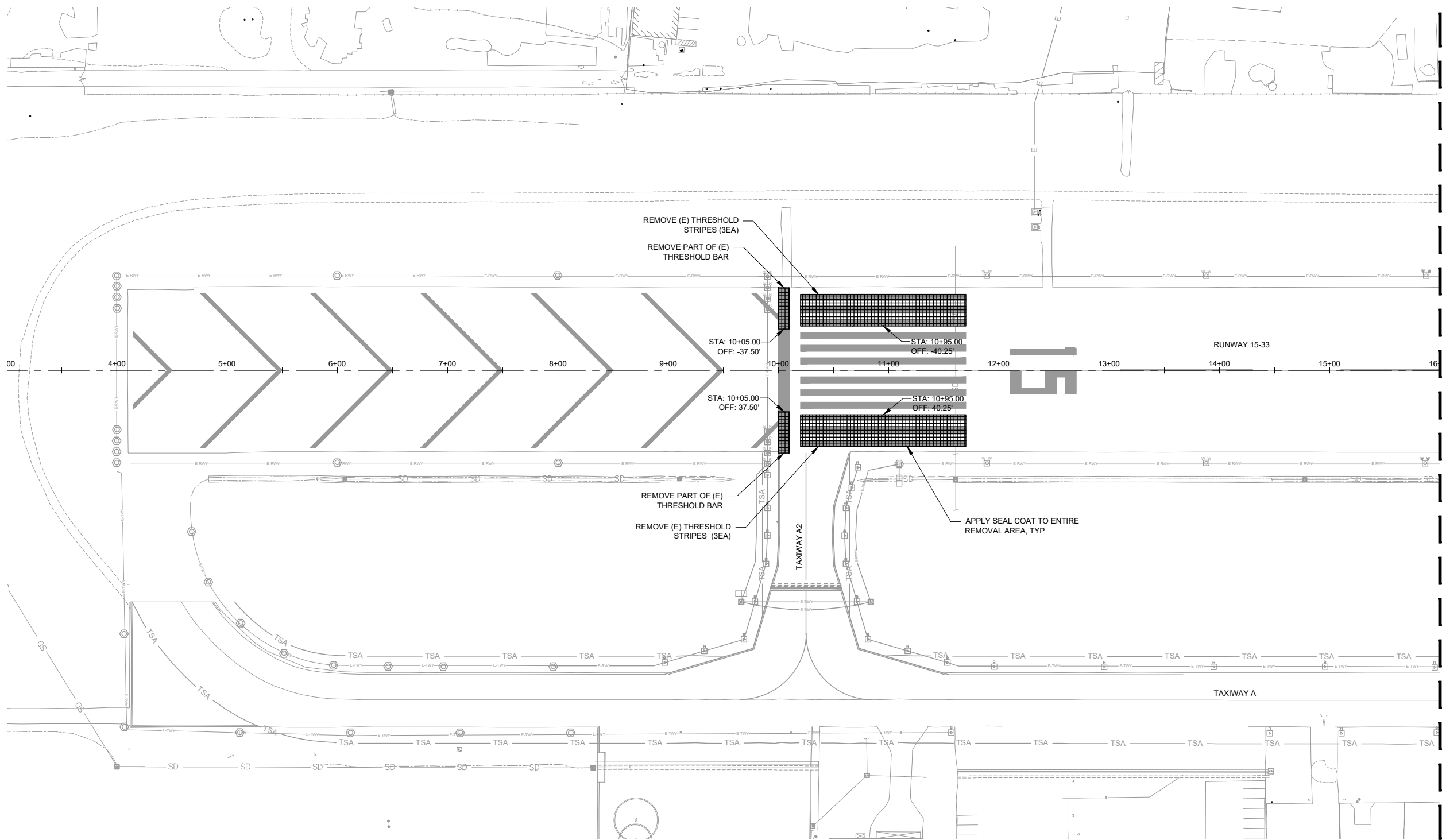
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NOT FOR CONSTRUCTION

M&H NO.: 2112200-192335.01
DATE: NOVEMBER 2021
DESIGNED BY: JML
DRAWN BY: JML
CHECKED BY: DLA
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SHEET CONTENTS
SCH 2 EROSION
CONTROL PLANS

SHEET NO.

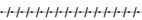
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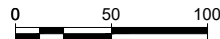
MARKING REMOVAL



MARKING REMOVAL

NOTES:

1. SEE SHEET E-101 TO E-106 AND E-801 TO E-802 FOR ELECTRICAL REMOVALS.
2. PROPERLY DISPOSE OF MARKING REMOVAL WASTE OFF AIRPORT PROPERTY.
3. APPLY SEAL COAT TO SURFACES WHERE MARKINGS WERE REMOVED.
4. PROTECT ALL EXISTING MARKING TO REMAIN.
5. PROTECT ALL EXISTING PAVEMENT TO REMAIN.



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phone: 707-526-5010
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**CITY OF UKIAH
RUNWAY 15-33 PAVEMENT
REHABILITATION PHASE 2
UKIAH MUNICIPAL AIRPORT (UKI)
UKIAH, CALIFORNIA**

ISSUED
SCHEDULE 1

100% SUBMITTAL
NOT FOR CONSTRUCTION

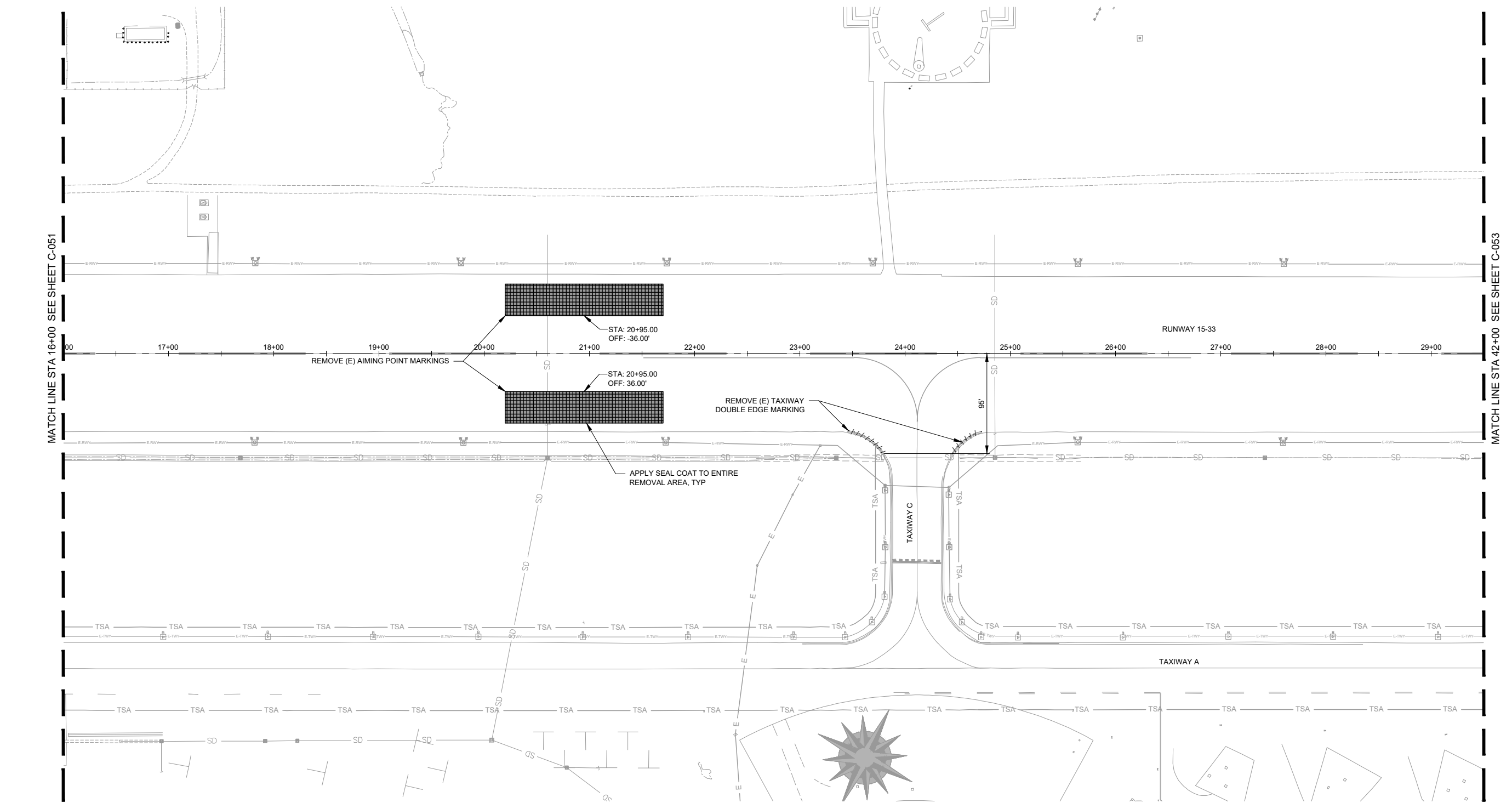
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DATE: NOVEMBER 2021
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SHEET CONTENTS
DEMOLITION PLANS

SHEET NO.

C-051

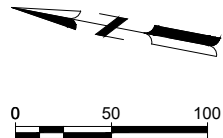
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11/12/2021 11:59:07 AM



LEGEND

	MARKING REMOVAL
	MARKING REMOVAL

- NOTES:**
- SEE SHEET E-101 TO E-106 AND E-801 TO E-802 FOR ELECTRICAL REMOVALS.
 - PROPERLY DISPOSE OF MARKING REMOVAL WASTE OFF AIRPORT PROPERTY.
 - APPLY SEAL COAT TO SURFACES WHERE MARKINGS WERE REMOVED.
 - PROTECT ALL EXISTING MARKING TO REMAIN.
 - PROTECT ALL EXISTING PAVEMENT TO REMAIN.



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**CITY OF UKIAH
RUNWAY 15-33 PAVEMENT
REHABILITATION PHASE 2
UKIAH MUNICIPAL AIRPORT (UKI)
UKIAH, CALIFORNIA**

ISSUED
SCHEDULE 1

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SHEET CONTENTS
DEMOLITION PLANS

SHEET NO.

C-052

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CITY OF UKIAH
RUNWAY 15-33 PAVEMENT
REHABILITATION PHASE 2
UKIAH MUNICIPAL AIRPORT (UKI)
UKIAH, CALIFORNIA

ISSUED

SCHEDULE 1

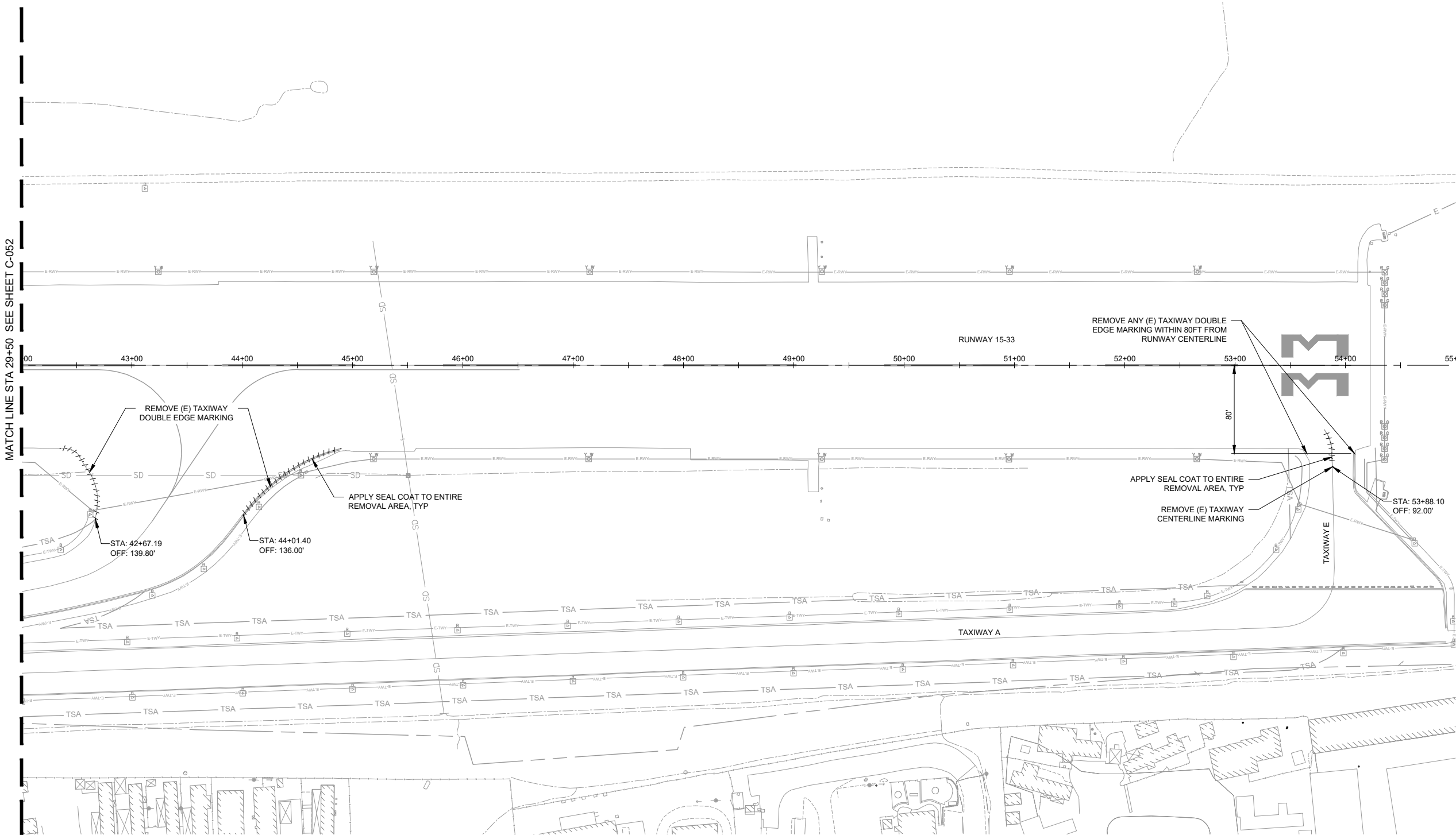
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M&H NO.: 2112200-192335.01
DATE: NOVEMBER 2021
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SHEET CONTENTS
DEMOLITION PLANS

SHEET NO.

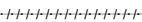
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LEGEND



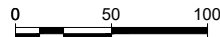
MARKING REMOVAL



MARKING REMOVAL

NOTES:

1. SEE SHEET E-101 TO E-106 AND E-801 TO E-802 FOR ELECTRICAL REMOVALS.
2. PROPERLY DISPOSE OF MARKING REMOVAL WASTE OFF AIRPORT PROPERTY.
3. APPLY SEAL COAT TO SURFACES WHERE MARKINGS WERE REMOVED.
4. PROTECT ALL EXISTING MARKING TO REMAIN.
5. PROTECT ALL EXISTING PAVEMENT TO REMAIN.



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**CITY OF UKIAH
RUNWAY 15-33 PAVEMENT
REHABILITATION PHASE 2**
UKIAH MUNICIPAL AIRPORT (UKI)
UKIAH, CALIFORNIA

ISSUED
SCHEDULE 1

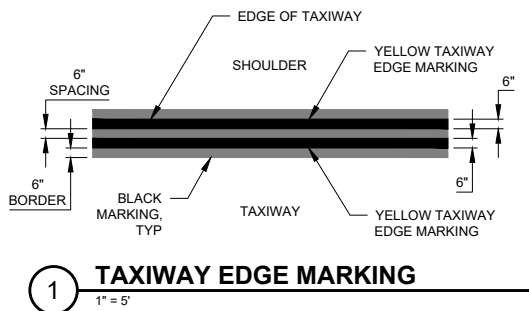
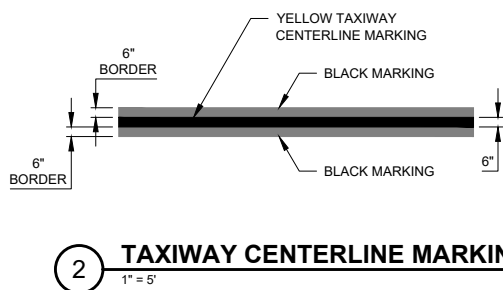
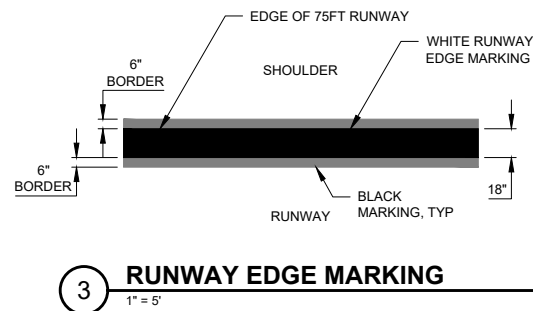
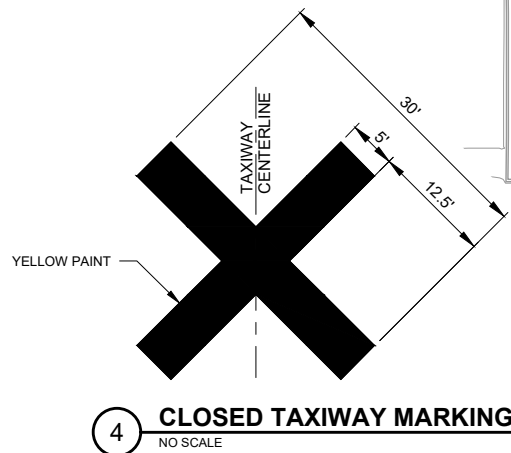
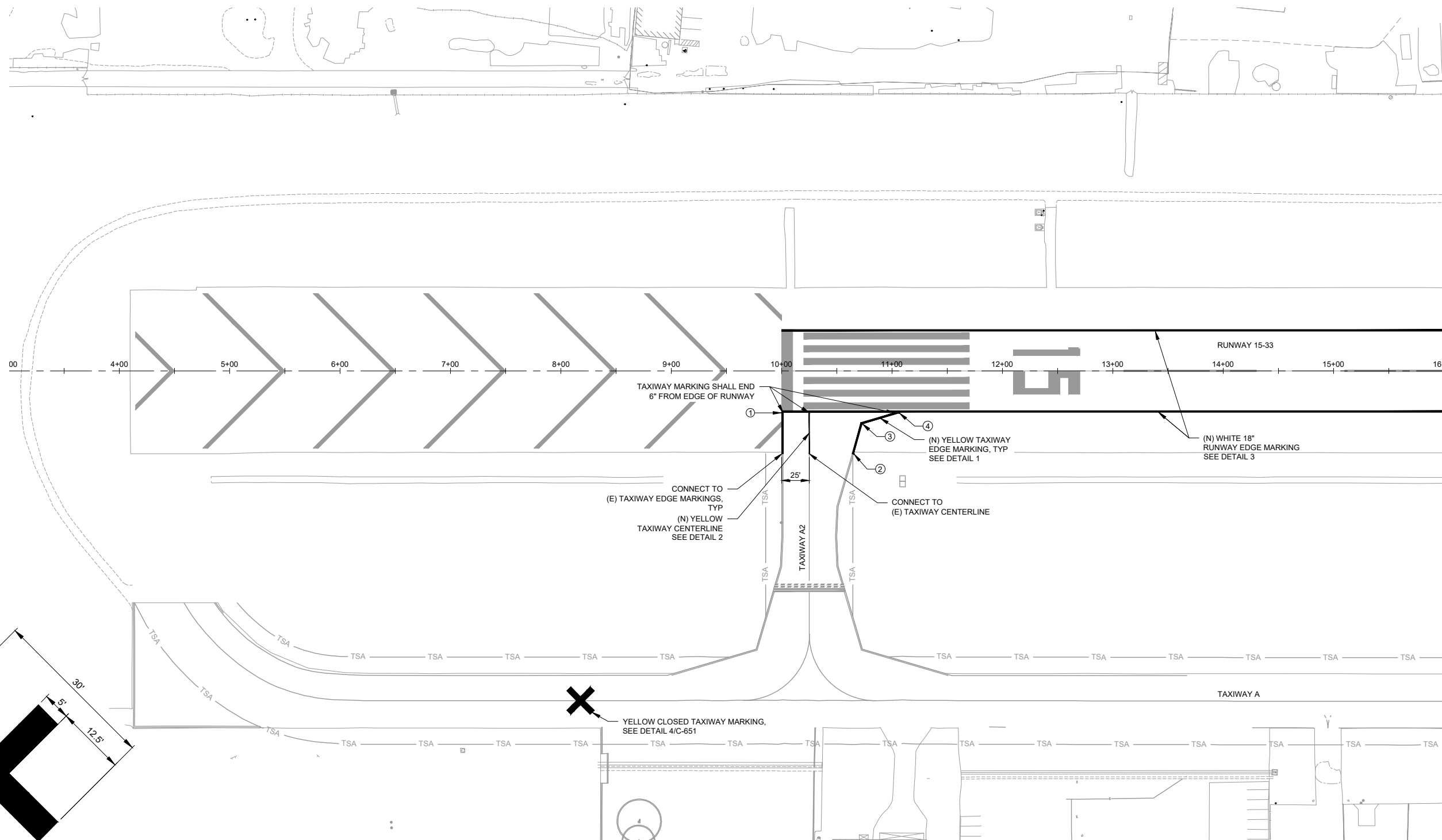
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NOT FOR CONSTRUCTION

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DATE: NOVEMBER 2021
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DRAWN BY: JML
CHECKED BY: DLA
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SHEET CONTENTS
MARKING PLANS

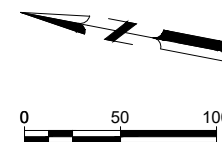
SHEET NO.

C-651

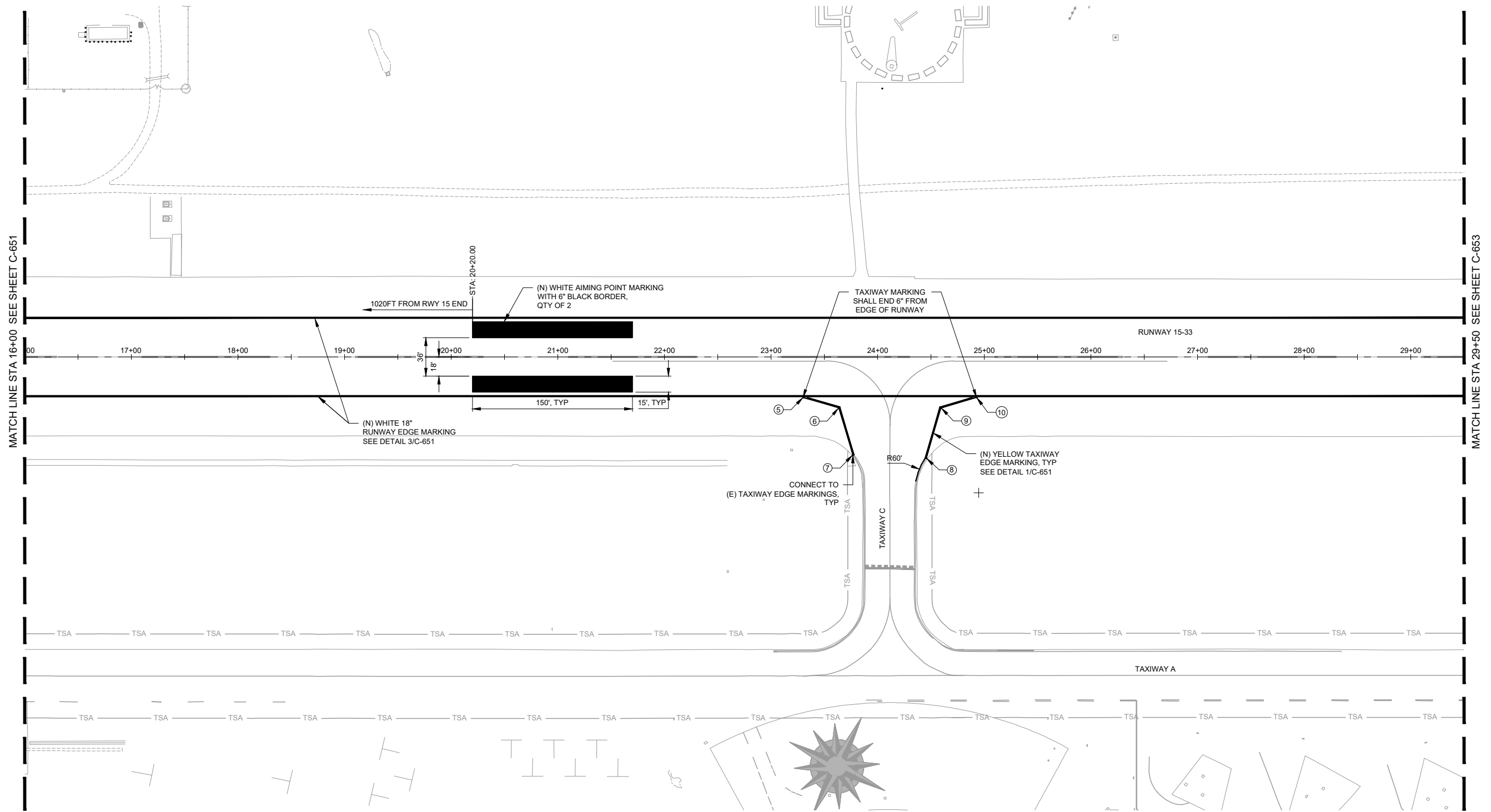


TAXIWAY MARKING TABLE				
NUMBER	STATION	OFFSET	LATITUDE	LONGITUDE
①	10+00.25	38.00	2176289.21	6220563.04
②	10+65.06	75.00	2176218.56	6220538.98
③	10+72.80	47.80	2176216.12	6220567.16
④	11+06.20	38.00	2176185.17	6220583.10

NOTE
STATION AND OFFSET POINTS ARE CENTERED ON THE MIDDLE
OF THE OUTSIDE 6" YELLOW EDGE STRIPE.

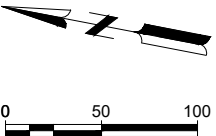


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11/12/2021 11:59:49 AM



TAXIWAY MARKING TABLE				
NUMBER	STATION	OFFSET	LATITUDE	LONGITUDE
⑤	23+30.26	38.00	2174983.26	6220814.86
⑥	23+63.66	47.80	2174948.60	6220811.56
⑦	23+76.63	92.00	2174927.50	6220770.62
⑧	24+45.41	95.00	2174859.39	6220780.69
⑨	24+59.26	47.80	2174854.73	6220829.66
⑩	24+92.66	38.00	2174823.79	6220845.61

NOTE
STATION AND OFFSET POINTS ARE CENTERED ON THE MIDDLE
OF THE OUTSIDE 6\"/>



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**CITY OF UKIAH
RUNWAY 15-33 PAVEMENT
REHABILITATION PHASE 2**
UKIAH MUNICIPAL AIRPORT (UKI)
UKIAH, CALIFORNIA

ISSUED
SCHEDULE 1

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NOT FOR CONSTRUCTION

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DATE: NOVEMBER 2021
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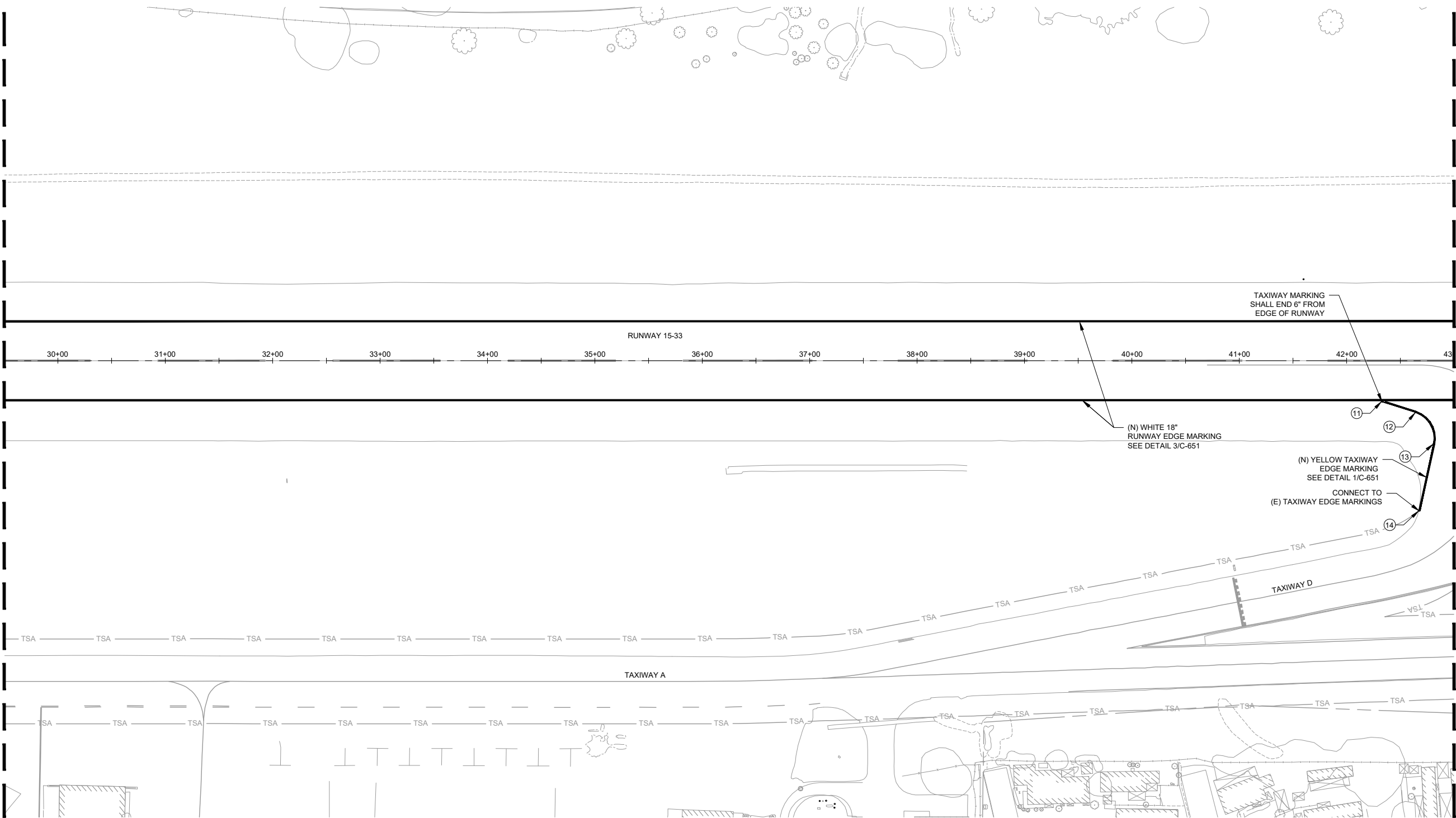
SHEET CONTENTS
MARKING PLANS

SHEET NO.

C-652

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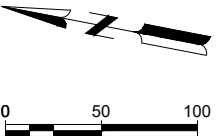
MATCH LINE STA 29+50 SEE SHEET C-652



MATCH LINE STA 43+00 SEE SHEET C-654

TAXIWAY MARKING TABLE				
NUMBER	STATION	OFFSET	LATITUDE	LONGITUDE
①	42+32.64	38.00	2173115.29	6221175.05
②	42+63.91	48.12	2173082.66	6221171.03
③	42+80.81	77.39	2173060.53	6221145.49
④	42+67.19	139.80	2173062.09	6221081.63

NOTE
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OF THE OUTSIDE 6" YELLOW EDGE STRIPE.



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CITY OF UKIAH
RUNWAY 15-33 PAVEMENT
REHABILITATION PHASE 2
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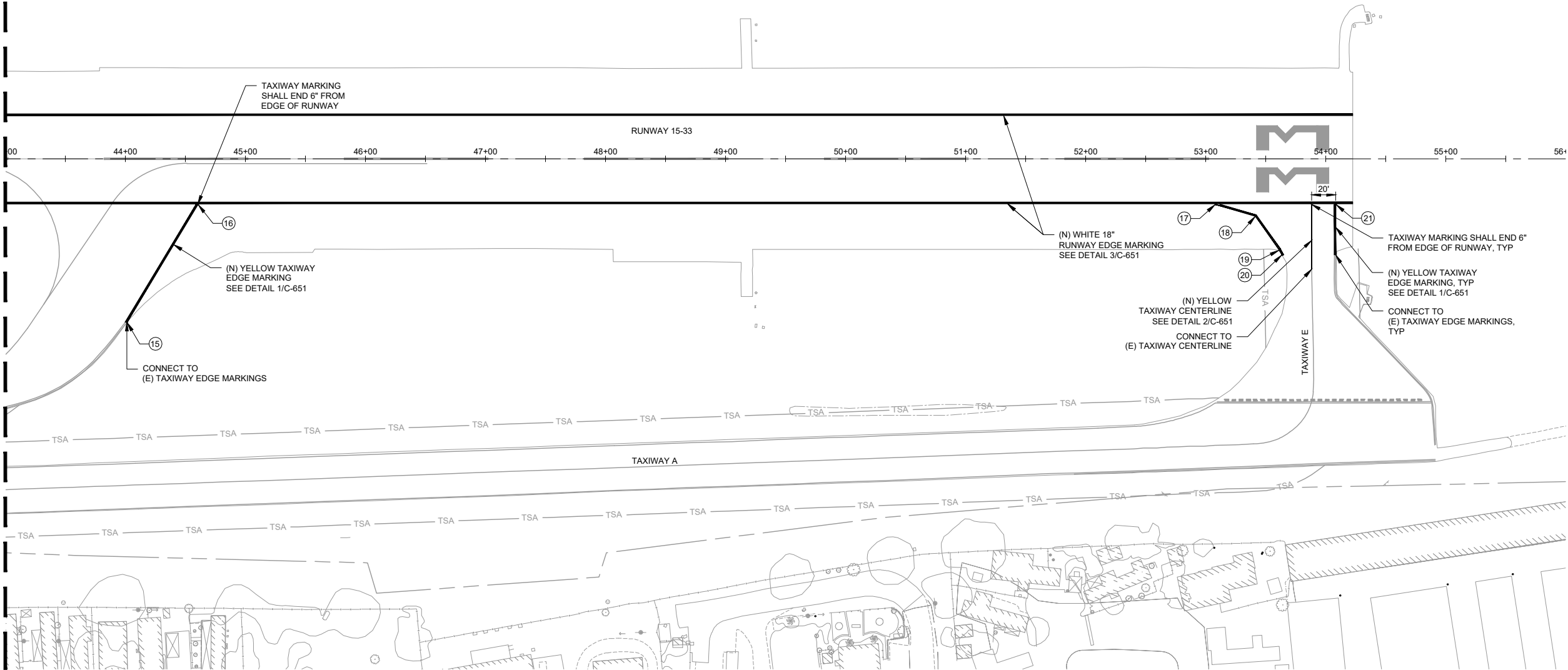
SHEET CONTENTS
MARKING PLANS

SHEET NO.

C-653

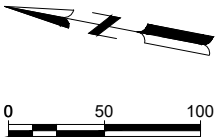
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11/12/2021 12:00:09 PM

MATCH LINE STA 43+00 SEE SHEET C-653



TAXIWAY MARKING TABLE				
NUMBER	STATION	OFFSET	LATITUDE	LONGITUDE
15	44+01.36	136.00	2172931.06	6221110.77
16	44+60.39	38.00	2172891.66	6221218.17
17	53+08.13	38.00	2172059.25	6221378.68
18	53+41.49	47.78	2172024.64	6221375.39
19	53+61.33	76.00	2171999.81	6221351.44
20	53+63.63	80.00	2171996.79	6221347.95
21	54+08.13	38.00	2171961.06	6221397.61

NOTE
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OF THE OUTSIDE 6" YELLOW EDGE STRIPE.



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CITY OF UKIAH
RUNWAY 15-33 PAVEMENT
REHABILITATION PHASE 2
UKIAH MUNICIPAL AIRPORT (UKI)
UKIAH, CALIFORNIA

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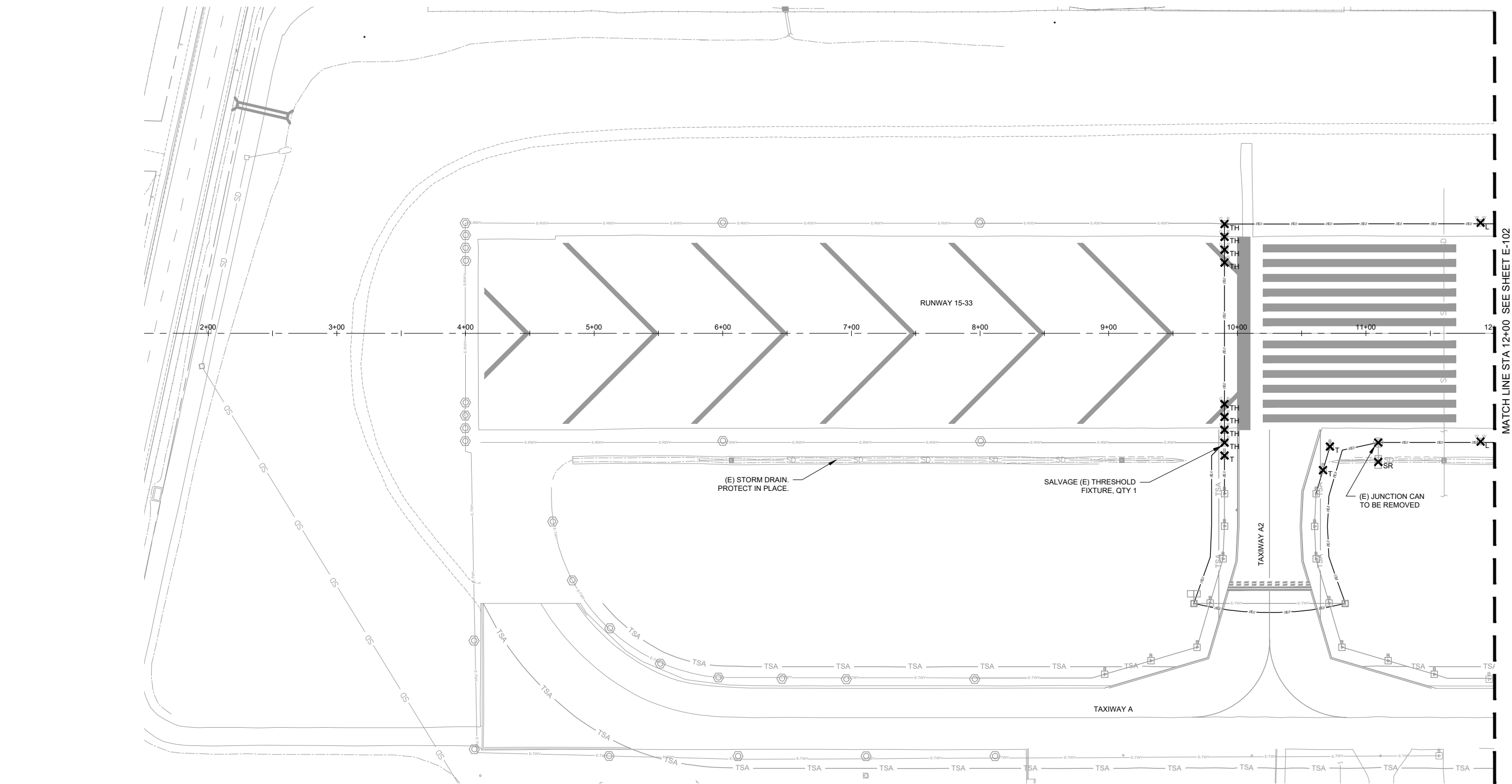
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DESIGNED BY: JML
DRAWN BY: JML
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SHEET CONTENTS
MARKING PLANS

SHEET NO.

C-654

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LEGEND

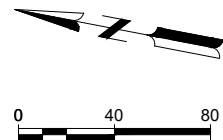
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	EXISTING MTHL (ELEVATED BASE MOUNTED)
	EXISTING MITL (ELEVATED BASE MOUNTED)
	EXISTING TAXIWAY ELECTRICAL UNDERGROUND TO REMAIN
	EXISTING RUNWAY ELECTRICAL UNDERGROUND
	ELECTRICAL REMOVAL (E) TWY OR RWY CABLES IN CONDUIT TO BE REMOVED. CONDUIT TO BE ABANDONED.

ELECTRICAL DEMOLITION LEGEND:

X _L	REMOVE EXISTING MRL RUNWAY FIXTURE, ISOLATION TRANSFORMER, CABLE. SOLID 3/8 INCH BLANK COVER SHALL BE INSTALLED. BASE CANS SHALL BE CLEANED AS NECESSARY AND IF NEEDED RE-TAP THREADS FOR COVER.
X _{SR}	REMOVE EXISTING GUIDANCE SIGN, SIGN PAD, TRANSFORMER, CAN AND CONDUCTORS.
X _T	SALVAGE EXISTING LIGHT FIXTURES AND TRANSFORMERS FOR AIRPORT SPARE PARTS. REMOVE EXISTING CONDUCTORS AND BASE CANS. BACKFILL RESULTING VOID IN ACCORDANCE WITH P-152. EXISTING BASE CANS ARE UP TO 36 INCHES DEEP.
X _{TH}	REMOVE EXISTING MRL THRESHOLD FIXTURE, ISOLATION TRANSFORMER, CABLE AND BASE CAN. SAW CUT PAVEMENT AND REMOVE EXISTING THRESHOLD BASE CANS. BACKFILL RESULTING VOID IN ACCORDANCE WITH P-152.

ELECTRICAL GENERAL NOTES:

- SEE SHEET G-002 FOR SYMBOL LEGEND.
- SEE SHEET E-201 FOR LIGHT LAYOUT PLAN.
- SEE SHEET E-301 FOR SIGN SCHEDULE.
- UNLESS OTHERWISE NOTED, ITEMS DESIGNATED FOR REMOVAL SHALL BE DISPOSED OF AT AN OFF SITE LOCATION.
- UNLESS OTHERWISE NOTED, RUNWAY AND PAPI CABLES SHALL BE REMOVED AS SHOWN ON THE DRAWINGS. ENCOUNTERED ABANDONED CONDUITS TO BE REMOVED.
- SEE SHEETS C-051 TO C-054 FOR CIVIL DEMOLITION PLANS.



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CITY OF UKIAH
RUNWAY 15-33 PAVEMENT
REHABILITATION PHASE 2
UKIAH MUNICIPAL AIRPORT (UKI)
UKIAH, CALIFORNIA

ISSUED
SCHEDULE 1

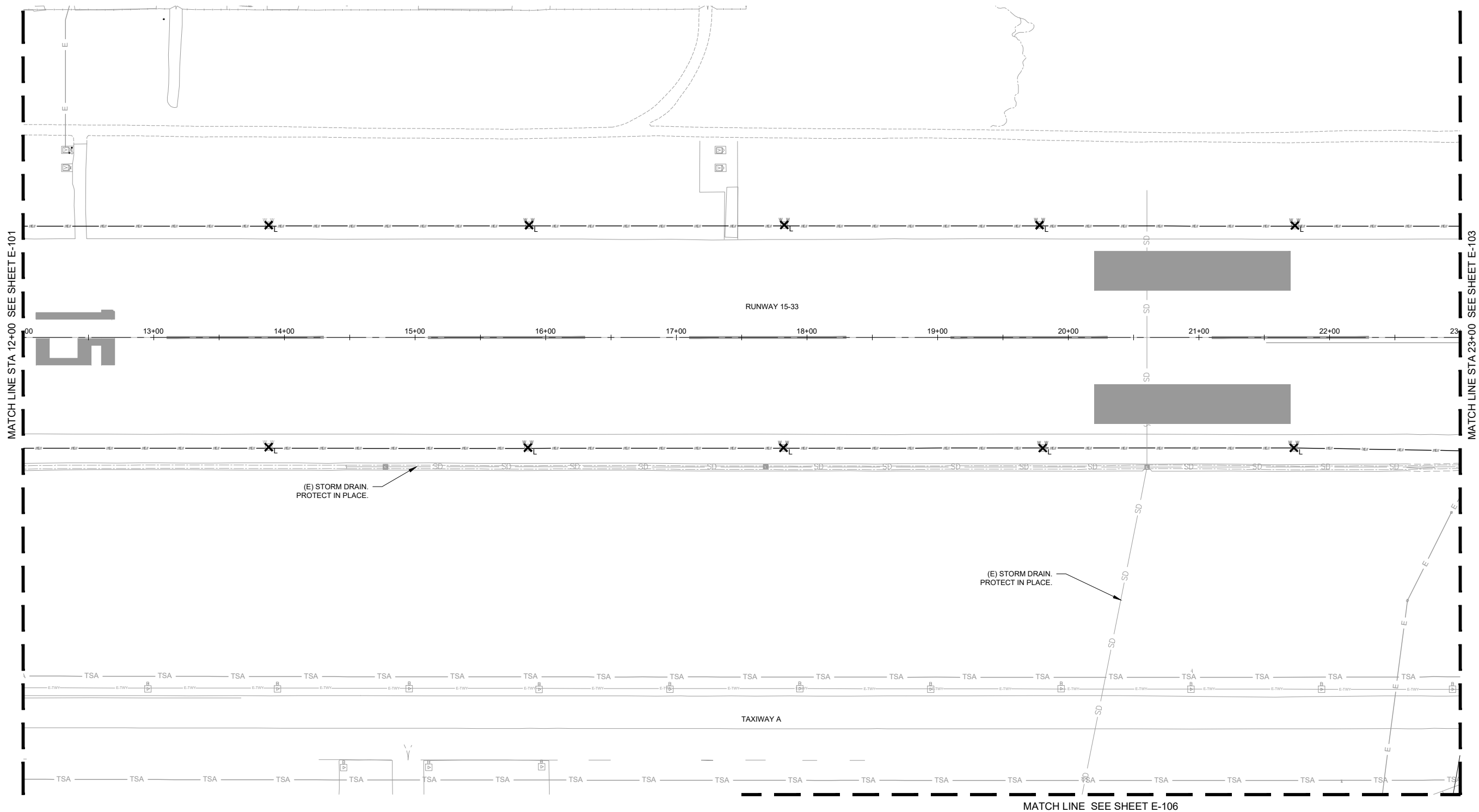
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DATE: NOVEMBER 2021
DESIGNED BY: BWW
DRAWN BY: JML
CHECKED BY: CMH
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SHEET CONTENTS
ELECTRICAL
REMOVAL PLANS

SHEET NO.
E-101

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11/12/2021 12:00:38 PM



LEGEND

	EXISTING MIRL (ELEVATED BASE MOUNTED)
	EXISTING MITHL (ELEVATED BASE MOUNTED)
	EXISTING MITL (ELEVATED BASE MOUNTED)
	EXISTING VASI
	EXISTING TAXIWAY ELECTRICAL UNDERGROUND TO REMAIN
	EXISTING RUNWAY ELECTRICAL UNDERGROUND
	ELECTRICAL REMOVAL (E) TWY OR RWY CABLES IN CONDUIT TO BE REMOVED. CONDUIT TO BE ABANDONED.

ELECTRICAL DEMOLITION LEGEND:

X_L	REMOVE EXISTING MIRL RUNWAY FIXTURE, ISOLATION TRANSFORMER, CABLE. SOLID 3/8 INCH BLANK COVER SHALL BE INSTALLED. BASE CANS SHALL BE CLEANED AS NECESSARY AND IF NEEDED RE-TAP THREADS FOR COVER.
X_{SR}	REMOVE EXISTING GUIDANCE SIGN, SIGN PAD, TRANSFORMER, CAN AND CONDUCTORS.
X_T	SALVAGE EXISTING LIGHT FIXTURES AND TRANSFORMERS FOR AIRPORT SPARE PARTS. REMOVE EXISTING CONDUCTORS AND BASE CANS. BACKFILL RESULTING VOID IN ACCORDANCE WITH P-152. EXISTING BASE CANS ARE UP TO 36 INCHES DEEP.
X_{TH}	REMOVE EXISTING MIRL THRESHOLD FIXTURE, ISOLATION TRANSFORMER, CABLE AND BASE CAN. SAW CUT PAVEMENT AND REMOVE EXISTING THRESHOLD BASE CANS. BACKFILL RESULTING VOID IN ACCORDANCE WITH P-152.

ELECTRICAL GENERAL NOTES:

- SEE SHEET G-002 FOR SYMBOL LEGEND.
- SEE SHEET E-201 FOR LIGHT LAYOUT PLAN.
- SEE SHEET E-301 FOR SIGN SCHEDULE.
- UNLESS OTHERWISE NOTED, ITEMS DESIGNATED FOR REMOVAL SHALL BE DISPOSED OF AT AN OFF SITE LOCATION.
- UNLESS OTHERWISE NOTED, RUNWAY AND PAPI CABLES SHALL BE REMOVED AS SHOWN ON THE DRAWINGS. ENCOUNTERED ABANDONED CONDUITS TO BE REMOVED.
- SEE SHEETS C-051 TO C-054 FOR CIVIL DEMOLITION PLANS.

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CITY OF UKIAH
RUNWAY 15-33 PAVEMENT
REHABILITATION PHASE 2
UKIAH MUNICIPAL AIRPORT (UKI)
UKIAH, CALIFORNIA

ISSUED
SCHEDULE 1

100% SUBMITTAL
NOT FOR CONSTRUCTION

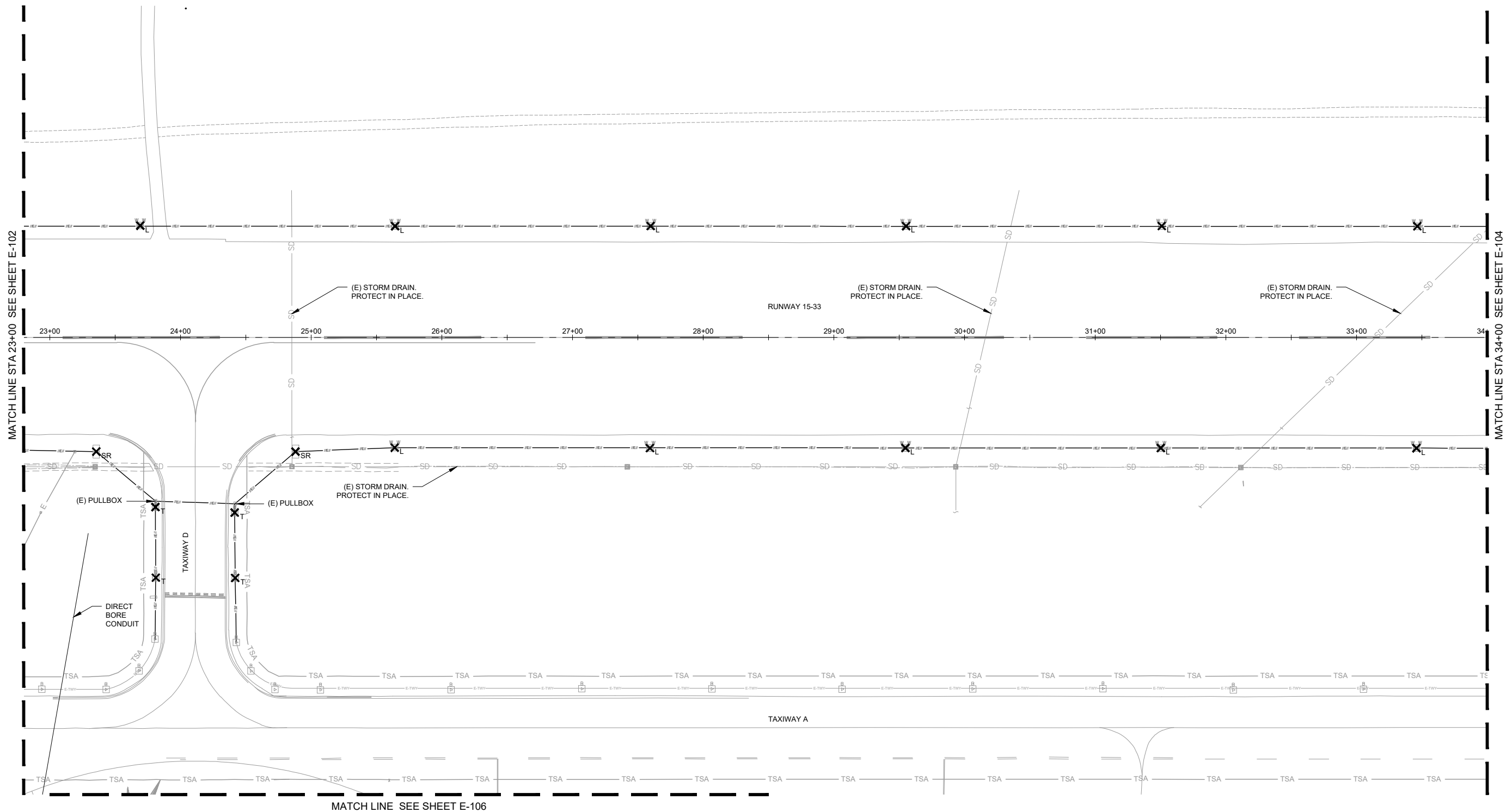
M&H NO.: 2112200-192335.01
DATE: NOVEMBER 2021
DESIGNED BY: BWW
DRAWN BY: JML
CHECKED BY: CMH
DO NOT SCALE DRAWINGS

SHEET CONTENTS
ELECTRICAL
REMOVAL PLANS

SHEET NO.

E-102

X:\2112200160246.01\TECHCADD\DRAWINGS\R\WY 15-33 PAVEMENT REHABILITATION PHASE 2 (DESIGN)\ELECTRICAL REMOVAL PLANS.DWG
11/12/2021 12:00:48 PM



LEGEND

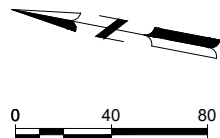
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	EXISTING MITHL (ELEVATED BASE MOUNTED)
	EXISTING MITL (ELEVATED BASE MOUNTED)
	EXISTING TAXIWAY ELECTRICAL UNDERGROUND TO REMAIN
	EXISTING RUNWAY ELECTRICAL UNDERGROUND
	ELECTRICAL REMOVAL (E) TWY OR RWY CABLES IN CONDUIT TO BE REMOVED. CONDUIT TO BE ABANDONED.

ELECTRICAL DEMOLITION LEGEND:

- X_L - REMOVE EXISTING MIRL RUNWAY FIXTURE, ISOLATION TRANSFORMER, CABLE. SOLID 3/8 INCH BLANK COVER SHALL BE INSTALLED. BASE CANS SHALL BE CLEANED AS NECESSARY AND IF NEEDED RE-TAP THREADS FOR COVER.
- X_{SR} - REMOVE EXISTING GUIDANCE SIGN, SIGN PAD, TRANSFORMER, CAN AND CONDUCTORS.
- X_T - SALVAGE EXISTING LIGHT FIXTURES AND TRANSFORMERS FOR AIRPORT SPARE PARTS. REMOVE EXISTING CONDUCTORS AND BASE CANS. BACKFILL RESULTING VOID IN ACCORDANCE WITH P-152. EXISTING BASE CANS ARE UP TO 36 INCHES DEEP.
- X_{TH} - REMOVE EXISTING MIRL THRESHOLD FIXTURE, ISOLATION TRANSFORMER, CABLE AND BASE CAN. SAW CUT PAVEMENT AND REMOVE EXISTING THRESHOLD BASE CANS. BACKFILL RESULTING VOID IN ACCORDANCE WITH P-152.

ELECTRICAL GENERAL NOTES:

- SEE SHEET G-002 FOR SYMBOL LEGEND.
- SEE SHEET E-201 FOR LIGHT LAYOUT PLAN.
- SEE SHEET E-301 FOR SIGN SCHEDULE.
- UNLESS OTHERWISE NOTED, ITEMS DESIGNATED FOR REMOVAL SHALL BE DISPOSED OF AT AN OFF SITE LOCATION.
- UNLESS OTHERWISE NOTED, RUNWAY AND PAPI CABLES SHALL BE REMOVED AS SHOWN ON THE DRAWINGS. ENCOUNTERED ABANDONED CONDUITS TO BE REMOVED.
- SEE SHEETS C-051 TO C-054 FOR CIVIL DEMOLITION PLANS.



These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and hold harmless and defend from all claims, damages, liabilities, losses, and expenses, including attorney's fees and costs, arising out of such misuse or reuse of the documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

**CITY OF UKIAH
RUNWAY 15-33 PAVEMENT
REHABILITATION PHASE 2
UKIAH MUNICIPAL AIRPORT (UKI)
UKIAH, CALIFORNIA**

ISSUED
SCHEDULE 1

100% SUBMITTAL
NOT FOR CONSTRUCTION

M&H NO.: 2112200-192335.01
DATE: NOVEMBER 2021
DESIGNED BY: BWW
DRAWN BY: JML
CHECKED BY: CMH
DO NOT SCALE DRAWINGS

SHEET CONTENTS
ELECTRICAL
REMOVAL PLANS

SHEET NO.

E-103

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CITY OF UKIAH
RUNWAY 15-33 PAVEMENT
REHABILITATION PHASE 2
UKIAH MUNICIPAL AIRPORT (UKI)
UKIAH, CALIFORNIA

ISSUED

SCHEDULE 1

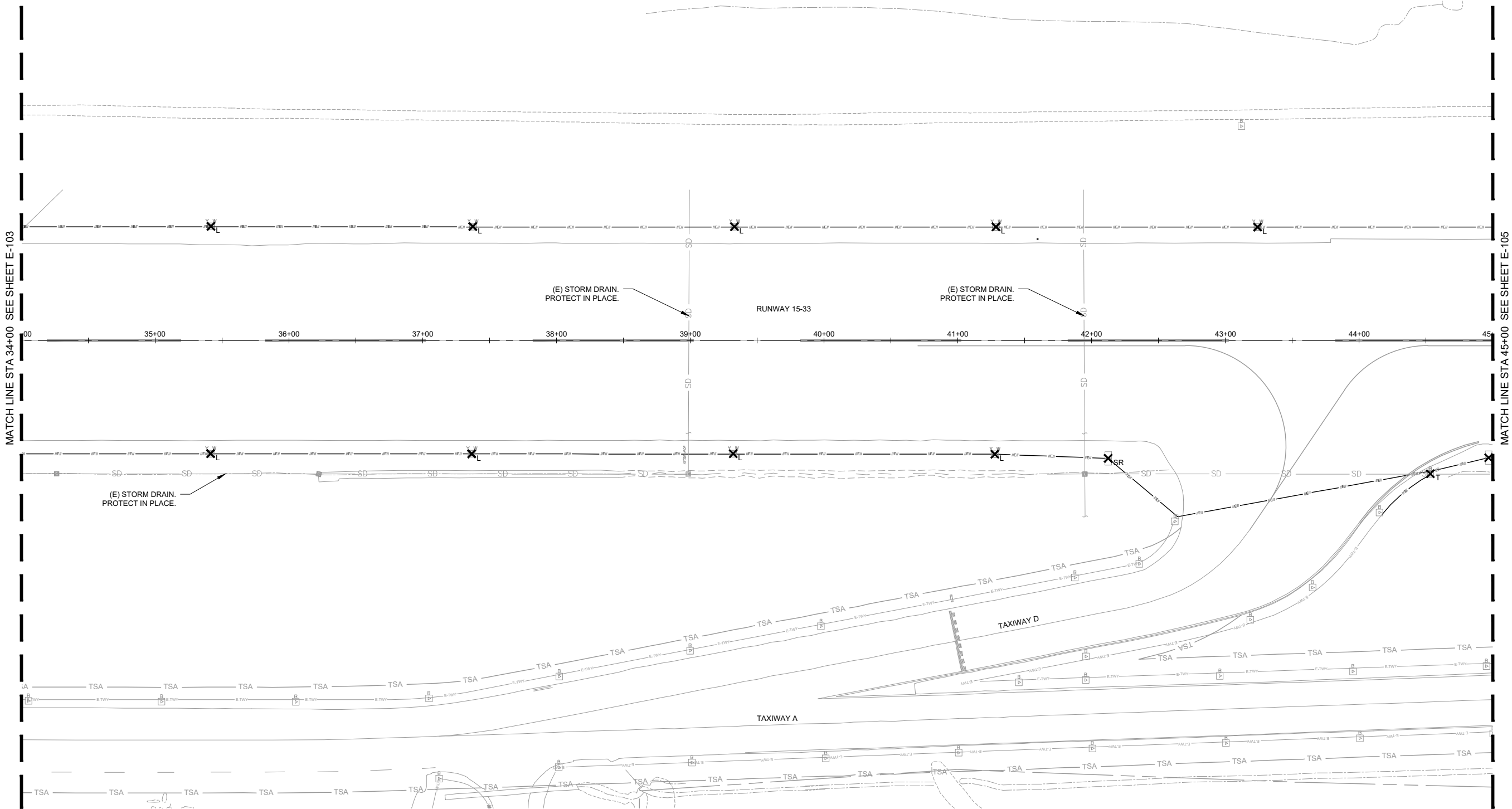
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M&H NO.: 2112200-192335.01
DATE: NOVEMBER 2021
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SHEET CONTENTS
ELECTRICAL
REMOVAL PLANS

SHEET NO.

E-104



LEGEND

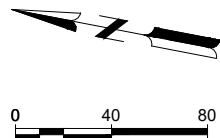
- W W
O
C R
O
B
D
E-TWY
E-RWY
//E//
- EXISTING MRL
(ELEVATED BASE MOUNTED)
EXISTING MTHL
(ELEVATED BASE MOUNTED)
EXISTING MITL
(ELEVATED BASE MOUNTED)
EXISTING TAXIWAY ELECTRICAL
UNDERGROUND TO REMAIN
EXISTING RUNWAY ELECTRICAL
UNDERGROUND
ELECTRICAL REMOVAL (E) TWY OR RWY
CABLES IN CONDUIT TO BE REMOVED.
CONDUIT TO BE ABANDONED.

ELECTRICAL DEMOLITION LEGEND:

- X_L - REMOVE EXISTING MRL RUNWAY FIXTURE, ISOLATION TRANSFORMER, CABLE. SOLID 3/8 INCH BLANK COVER SHALL BE INSTALLED. BASE CANS SHALL BE CLEANED AS NECESSARY AND IF NEEDED RE-TAP THREADS FOR COVER.
X_{SR} - REMOVE EXISTING GUIDANCE SIGN, SIGN PAD, TRANSFORMER, CAN AND CONDUCTORS.
X_T - SALVAGE EXISTING LIGHT FIXTURES AND TRANSFORMERS FOR AIRPORT SPARE PARTS. REMOVE EXISTING CONDUCTORS AND BASE CANS. BACKFILL RESULTING VOID IN ACCORDANCE WITH P-152. EXISTING BASE CANS ARE UP TO 36 INCHES DEEP.
X_{TH} - REMOVE EXISTING MRL THRESHOLD FIXTURE, ISOLATION TRANSFORMER, CABLE AND BASE CAN. SAW CUT PAVEMENT AND REMOVE EXISTING THRESHOLD BASE CANS. BACKFILL RESULTING VOID IN ACCORDANCE WITH P-152.

ELECTRICAL GENERAL NOTES:

- SEE SHEET G-002 FOR SYMBOL LEGEND.
- SEE SHEET E-201 FOR LIGHT LAYOUT PLAN.
- SEE SHEET E-301 FOR SIGN SCHEDULE.
- UNLESS OTHERWISE NOTED, ITEMS DESIGNATED FOR REMOVAL SHALL BE DISPOSED OF AT AN OFF SITE LOCATION.
- UNLESS OTHERWISE NOTED, RUNWAY AND PAPI CABLES SHALL BE REMOVED AS SHOWN ON THE DRAWINGS. ENCOUNTERED ABANDONED CONDUITS TO BE REMOVED.
- SEE SHEETS C-051 TO C-054 FOR CIVIL DEMOLITION PLANS.



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CITY OF UKIAH
RUNWAY 15-33 PAVEMENT
REHABILITATION PHASE 2
UKIAH MUNICIPAL AIRPORT (UKI)
UKIAH, CALIFORNIA

ISSUED

SCHEDULE 1

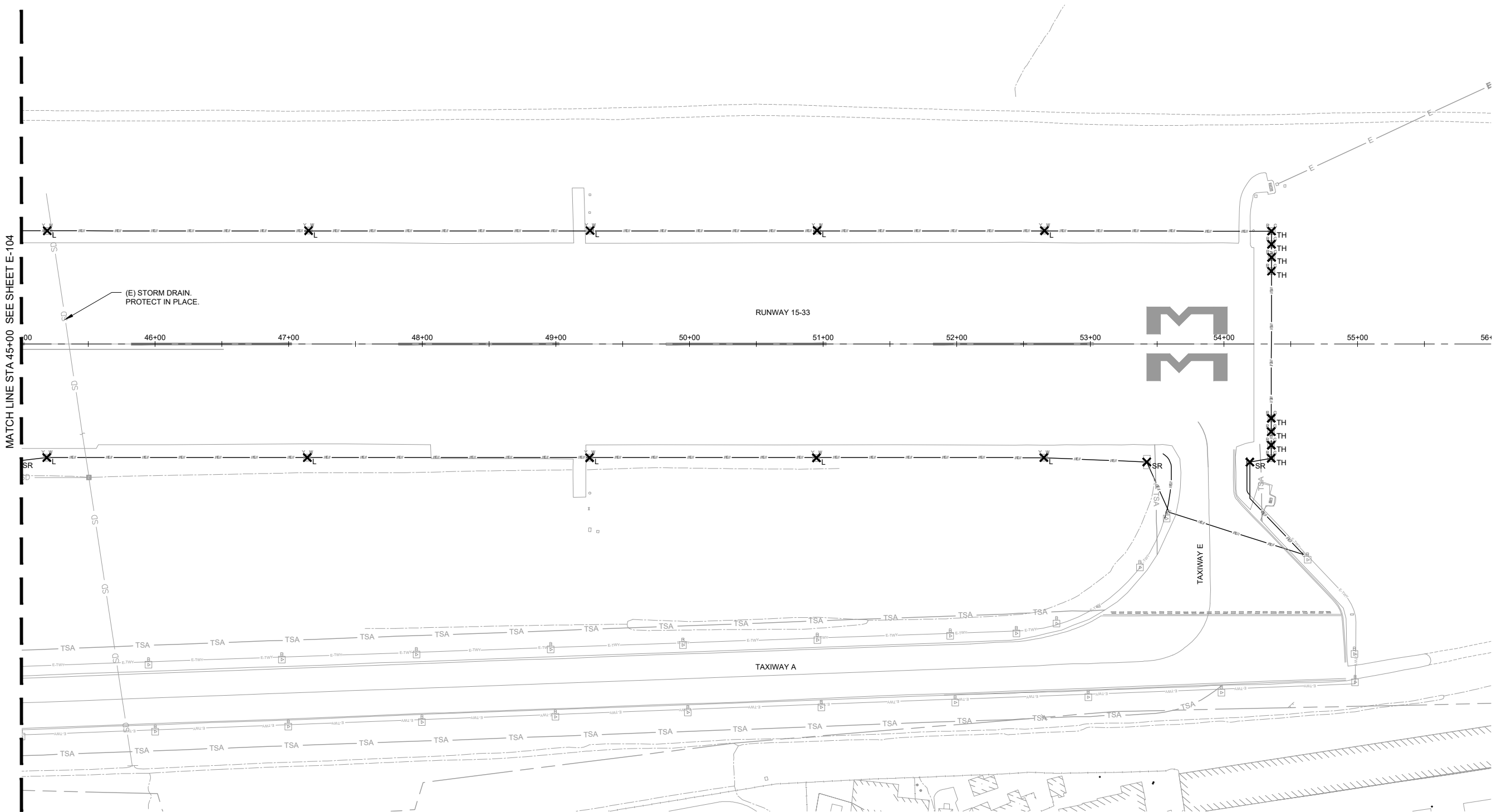
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DATE: NOVEMBER 2021
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SHEET CONTENTS
ELECTRICAL
REMOVAL PLANS

SHEET NO.

E-105



LEGEND

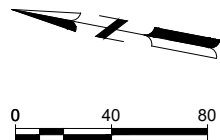
	EXISTING MRL (ELEVATED BASE MOUNTED)
	EXISTING MITHL (ELEVATED BASE MOUNTED)
	EXISTING MITL (ELEVATED BASE MOUNTED)
	EXISTING TAXIWAY ELECTRICAL UNDERGROUND TO REMAIN
	EXISTING RUNWAY ELECTRICAL UNDERGROUND
	ELECTRICAL REMOVAL (E) TWY OR RWY CABLES IN CONDUIT TO BE REMOVED. CONDUIT TO BE ABANDONED.

ELECTRICAL DEMOLITION LEGEND:

X_L	REMOVE EXISTING MRL RUNWAY FIXTURE, ISOLATION TRANSFORMER, CABLE. SOLID 3/8 INCH BLANK COVER SHALL BE INSTALLED. BASE CANS SHALL BE CLEANED AS NECESSARY AND IF NEEDED RE-TAP THREADS FOR COVER.
X_{SR}	REMOVE EXISTING GUIDANCE SIGN, SIGN PAD, TRANSFORMER, CAN AND CONDUCTORS.
X_T	SALVAGE EXISTING LIGHT FIXTURES AND TRANSFORMERS FOR AIRPORT SPARE PARTS. REMOVE EXISTING CONDUCTORS AND BASE CANS. BACKFILL RESULTING VOID IN ACCORDANCE WITH P-152. EXISTING BASE CANS ARE UP TO 36 INCHES DEEP.
X_{TH}	REMOVE EXISTING MRL THRESHOLD FIXTURE, ISOLATION TRANSFORMER, CABLE AND BASE CAN. SAW CUT PAVEMENT AND REMOVE EXISTING THRESHOLD BASE CANS. BACKFILL RESULTING VOID IN ACCORDANCE WITH P-152.

ELECTRICAL GENERAL NOTES:

- SEE SHEET G-002 FOR SYMBOL LEGEND.
- SEE SHEET E-201 FOR LIGHT LAYOUT PLAN.
- SEE SHEET E-301 FOR SIGN SCHEDULE.
- UNLESS OTHERWISE NOTED, ITEMS DESIGNATED FOR REMOVAL SHALL BE DISPOSED OF AT AN OFF SITE LOCATION.
- UNLESS OTHERWISE NOTED, RUNWAY AND PAPI CABLES SHALL BE REMOVED AS SHOWN ON THE DRAWINGS. ENCOUNTERED ABANDONED CONDUITS TO BE REMOVED.
- SEE SHEETS C-051 TO C-054 FOR CIVIL DEMOLITION PLANS.



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CITY OF UKIAH
RUNWAY 15-33 PAVEMENT
REHABILITATION PHASE 2
UKIAH MUNICIPAL AIRPORT (UKI)
UKIAH, CALIFORNIA

ISSUED

SCHEDULE 1

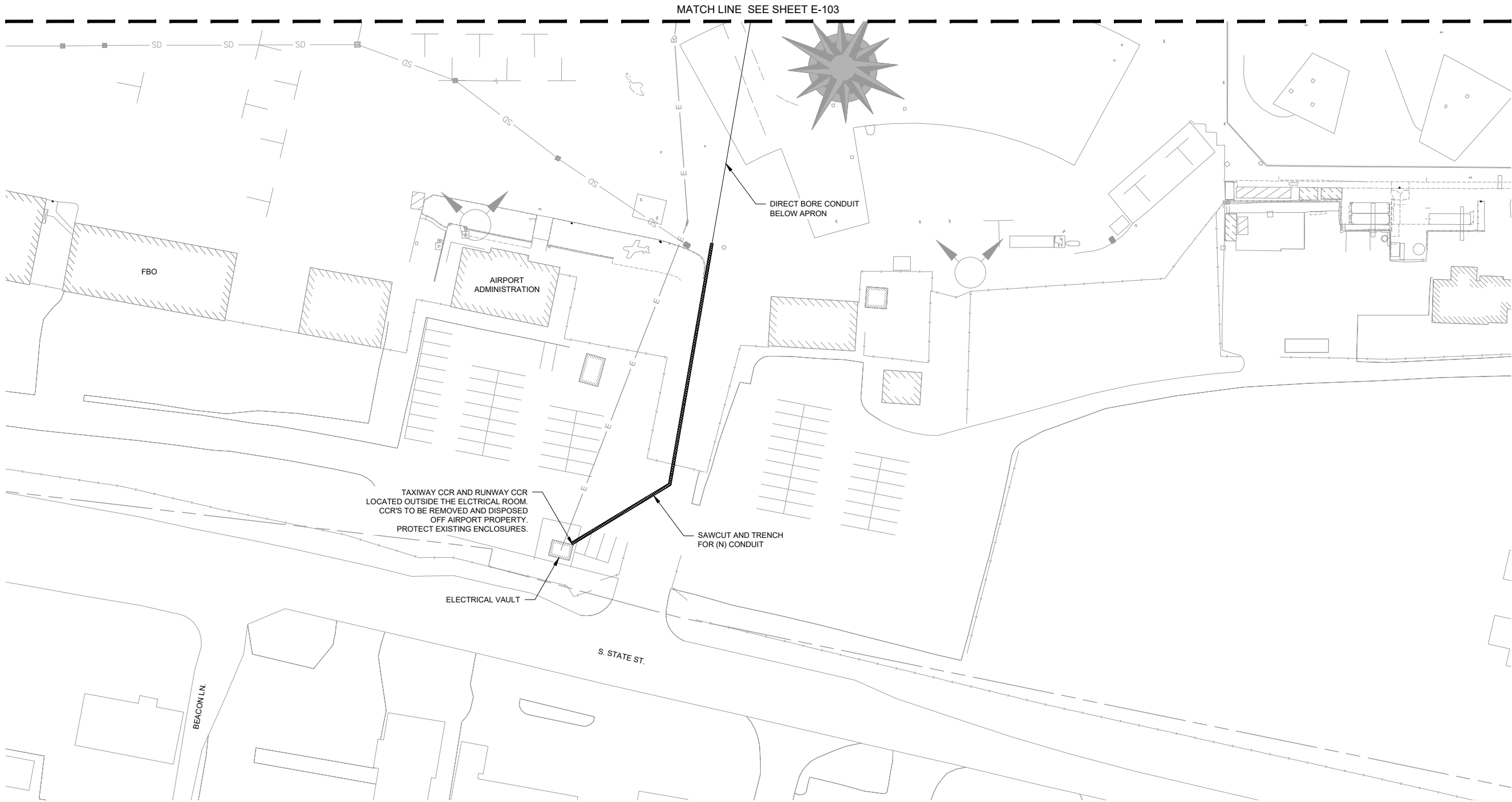
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DATE: NOVEMBER 2021
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SHEET CONTENTS
ELECTRICAL
REMOVAL PLANS

SHEET NO.

E-106



LEGEND

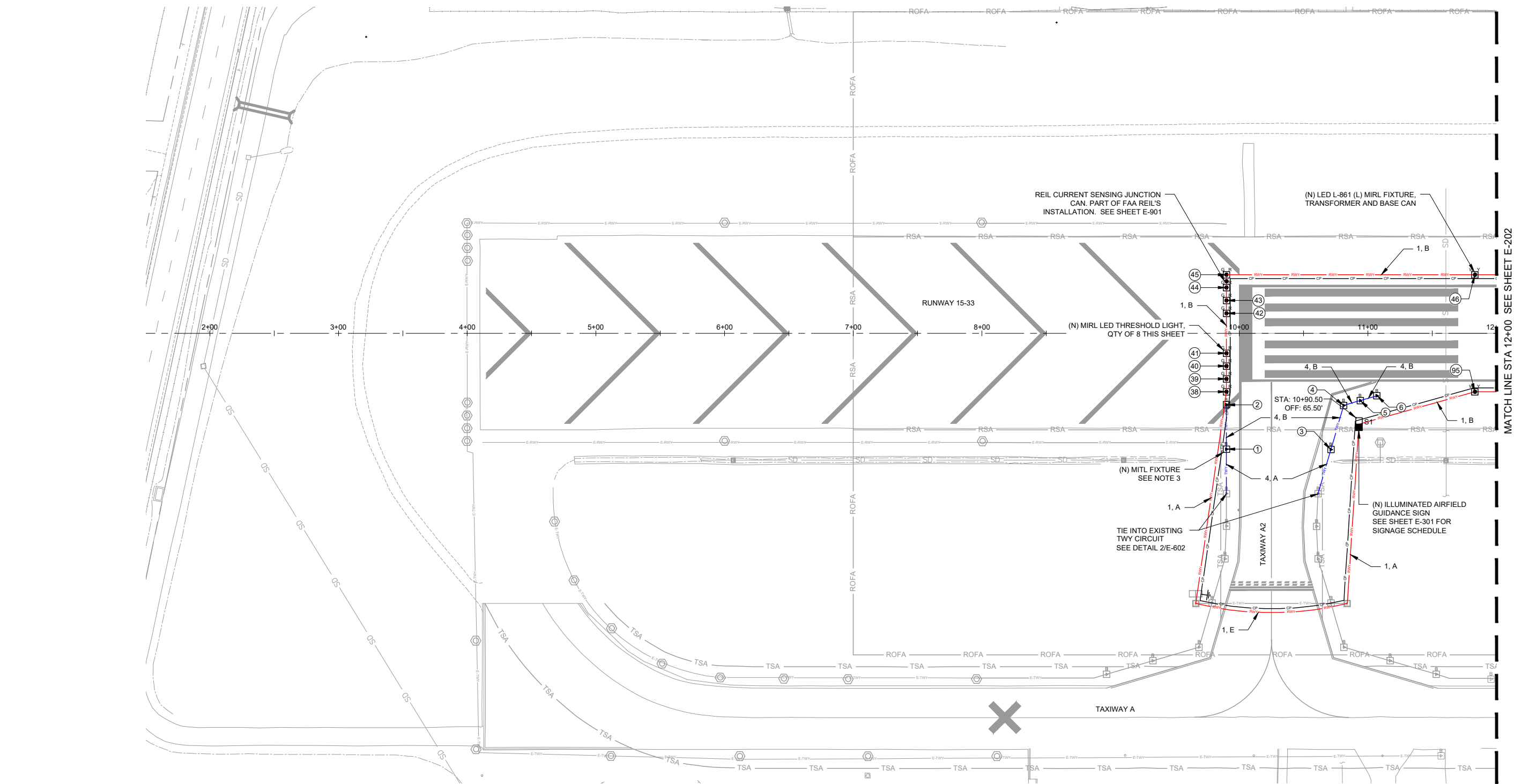
	EXISTING MIRL (ELEVATED BASE MOUNTED)
	EXISTING MITHL (ELEVATED BASE MOUNTED)
	EXISTING MITL (ELEVATED BASE MOUNTED)
	EXISTING TAXIWAY ELECTRICAL UNDERGROUND TO REMAIN
	EXISTING RUNWAY ELECTRICAL UNDERGROUND
	ELECTRICAL REMOVAL (E) TWY OR RWY CABLES IN CONDUIT TO BE REMOVED. CONDUIT TO BE ABANDONED.

ELECTRICAL DEMOLITION LEGEND:

X_L	REMOVE EXISTING MIRL RUNWAY FIXTURE, ISOLATION TRANSFORMER, CABLE. SOLID 3/8 INCH BLANK COVER SHALL BE INSTALLED. BASE CANS SHALL BE CLEANED AS NECESSARY AND IF NEEDED RE-TAP THREADS FOR COVER.
X_{SR}	REMOVE EXISTING GUIDANCE SIGN, SIGN PAD, TRANSFORMER, CAN AND CONDUCTORS.
X_T	SALVAGE EXISTING LIGHT FIXTURES AND TRANSFORMERS FOR AIRPORT SPARE PARTS. REMOVE EXISTING CONDUCTORS AND BASE CANS. BACKFILL RESULTING VOID IN ACCORDANCE WITH P-152. EXISTING BASE CANS ARE UP TO 36 INCHES DEEP.
X_{TH}	REMOVE EXISTING MIRL THRESHOLD FIXTURE, ISOLATION TRANSFORMER, CABLE AND BASE CAN. SAW CUT PAVEMENT AND REMOVE EXISTING THRESHOLD BASE CANS. BACKFILL RESULTING VOID IN ACCORDANCE WITH P-152.

ELECTRICAL GENERAL NOTES:

- SEE SHEET G-002 FOR SYMBOL LEGEND.
- SEE SHEET E-201 FOR LIGHT LAYOUT PLAN.
- SEE SHEET E-301 FOR SIGN SCHEDULE.
- UNLESS OTHERWISE NOTED, ITEMS DESIGNATED FOR REMOVAL SHALL BE DISPOSED OF AT AN OFF SITE LOCATION.
- UNLESS OTHERWISE NOTED, RUNWAY AND PAPI CABLES SHALL BE REMOVED AS SHOWN ON THE DRAWINGS. ENCOUNTERED ABANDONED CONDUITS TO BE REMOVED.
- SEE SHEETS C-051 TO C-054 FOR CIVIL DEMOLITION PLANS.



LEGEND

- X X
B
B
B
E-TWY
E-RWY
NEW GUIDANCE SIGN
JUNCTION CAN
NEW TAXIWAY ELECTRICAL UNDERGROUND
NEW RUNWAY ELECTRICAL UNDERGROUND
NEW GROUND ROD AND GROUND CONNECTORS
COUNTERPOISE
CONDUIT AND CIRCUIT TAG NUMBER
FIXTURE NUMBER FOR LIGHT TABLE
EXISTING JUNCTION BOX
- NEW MRL (ELEVATED BASE MOUNTED)
EXISTING MITL (ELEVATED BASE MOUNTED)
NEW MITL (ELEVATED BASE MOUNTED)
EXISTING TAXIWAY ELECTRICAL UNDERGROUND
EXISTING RUNWAY ELECTRICAL UNDERGROUND
NEW TAXIWAY ELECTRICAL UNDERGROUND
NEW RUNWAY ELECTRICAL UNDERGROUND
NEW GROUND ROD AND GROUND CONNECTORS
COUNTERPOISE
CONDUIT AND CIRCUIT TAG NUMBER
FIXTURE NUMBER FOR LIGHT TABLE
EXISTING JUNCTION BOX

GENERAL NOTE:

- SEE SHEET G-002 FOR SYMBOL LEGEND.
- COUNTERPOISE SHALL BE INSTALLED WITH ALL NEW CONDUIT PER L-108 SPECIFICATIONS. FOR CONDUITS INSTALLED IN PAVEMENT SEE DETAIL 1/E-602. FOR CONDUIT INSTALLED IN NATIVE SOIL SEE DETAIL 1/E-602. GROUND RODS SHALL BE NO MORE THAN 500' MAX SPACING PER DETAIL 4/E-602.
- NEW MEDIUM INTENSITY TAXIWAY LIGHT FIXTURES SHALL MATCH COLOR AND INTENSITY OF EXISTING TAXIWAY LIGHTS. CONTRACTOR TO FIELD VERIFY EXISTING TAXIWAY LIGHTS PRIOR TO PURCHASING.
- SEE SHEETS E-601 TO E-603 FOR ELECTRICAL DETAILS.
- NEW MITLS TO BE INSTALLED 10 FT FROM EDGE OF TAXIWAY A2.
- NEW MITLS TO BE INSTALLED 5 FT FROM EDGE OF TAXIWAY C, D, E.

CIRCUIT CHARGE

LABEL	NUMBER AND TYPE OF CABLE	CIRCUIT
1	1-1/C, #8 5KV, L-824, TYPE C	RWY 15-33
2	2-1/C, #8 5KV, L-824, TYPE C	RWY 15-33
3	1-1/C, #8 5KV, L-824, TYPE C	TWY CKT
4	2-1/C, #8 5KV, L-824, TYPE C	TWY CKT

NUMBER AND TYPE OF CONDUIT

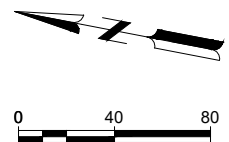
A	1W-2" CONDUIT, UNPAVED
B	1W-2" CONDUIT, CONCRETE ENCASED
C	2W-4" DIRECTIONAL BORE
D	2W-2" CONDUIT DIRECTIONAL BORE
E	EXISTING CONDUIT

MITL LOCATION

NUMBER	STATION	OFFSET	LATITUDE	LONGITUDE
1	9+90.00	90.08	2176289.4117	6220509.9627
2	9+90.00	55.50	2176295.9590	6220543.9175
3	10+71.13	90.35	2176209.7024	6220525.0589
4	10+81.08	56.05	2176206.4256	6220560.6191
5	10+93.95	52.28	2176194.5001	6220566.7644
6	11+06.82	48.50	2176182.5746	6220572.9096

MRL LOCATION

NUMBER	STATION	OFFSET	LATITUDE	LONGITUDE
38	9+90.00	45.50	2176297.8523	6220553.7366
39	9+90.00	35.50	2176299.7457	6220563.5558
40	9+90.00	25.50	2176301.6391	6220573.3749
41	9+90.00	15.50	2176303.5324	6220583.1940
42	9+90.00	-15.50	2176309.4018	6220613.6333
43	9+90.00	-25.50	2176311.2952	6220623.4524
44	9+90.00	-35.50	2176313.1885	6220633.2715
45	9+90.00	-45.50	2176315.0819	6220643.0907
46	11+83.09	-45.50	2176125.4844	6220679.6495
95	11+83.09	45.50	2176108.2549	6220590.2955



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CITY OF UKIAH
RUNWAY 15-33 PAVEMENT
REHABILITATION PHASE 2
UKIAH MUNICIPAL AIRPORT (UKI)
UKIAH, CALIFORNIA

ISSUED
SCHEDULE 1

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M&H NO.: 2112200-192335.01
DATE: NOVEMBER 2021
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SHEET CONTENTS
ELECTRICAL PLANS

SHEET NO.

E-201

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**CITY OF UKIAH
RUNWAY 15-33 PAVEMENT
REHABILITATION PHASE 2
UKIAH MUNICIPAL AIRPORT (UKI)
UKIAH, CALIFORNIA**

ISSUED
SCHEDULE 1

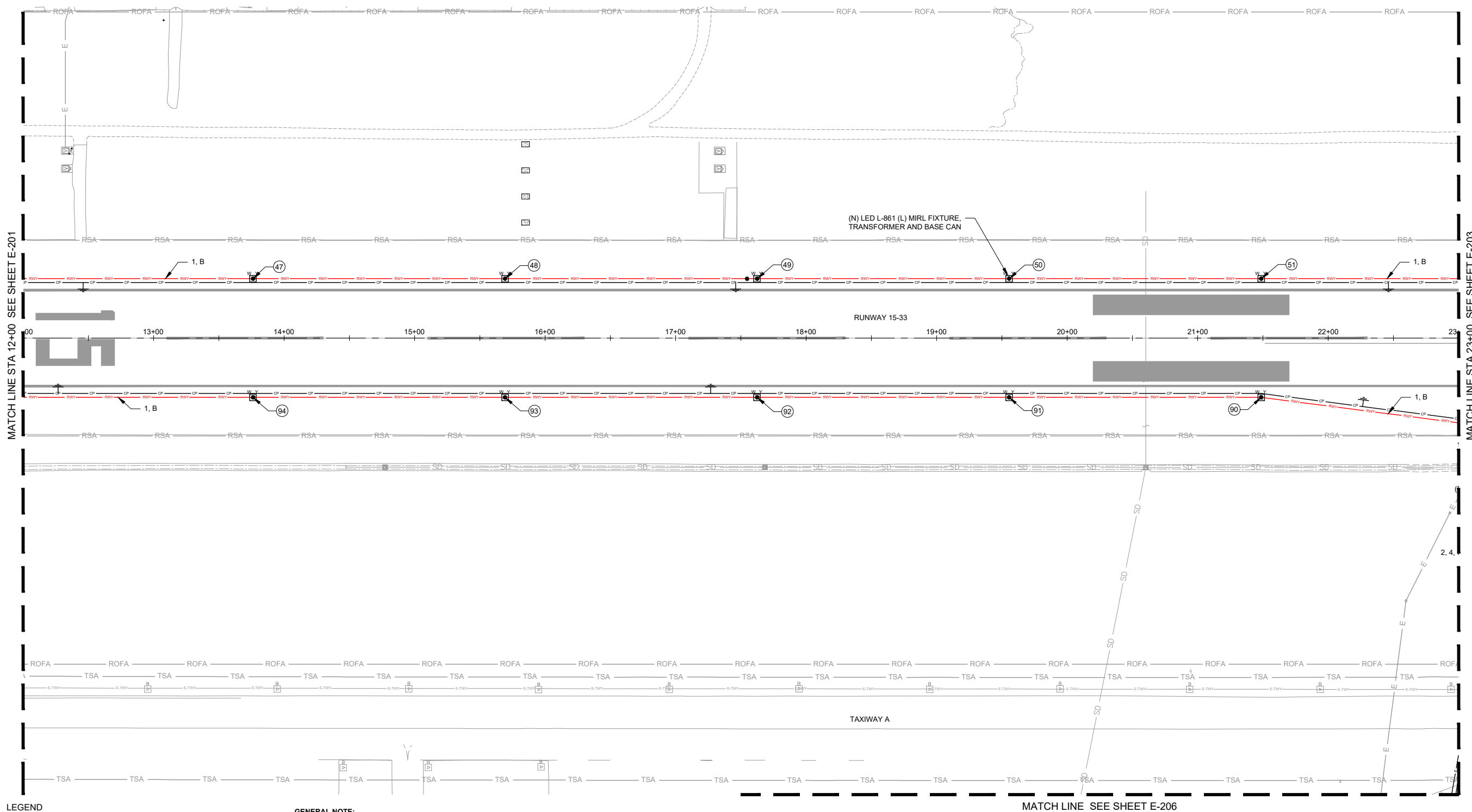
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SHEET CONTENTS
ELECTRICAL PLANS

SHEET NO.

E-202

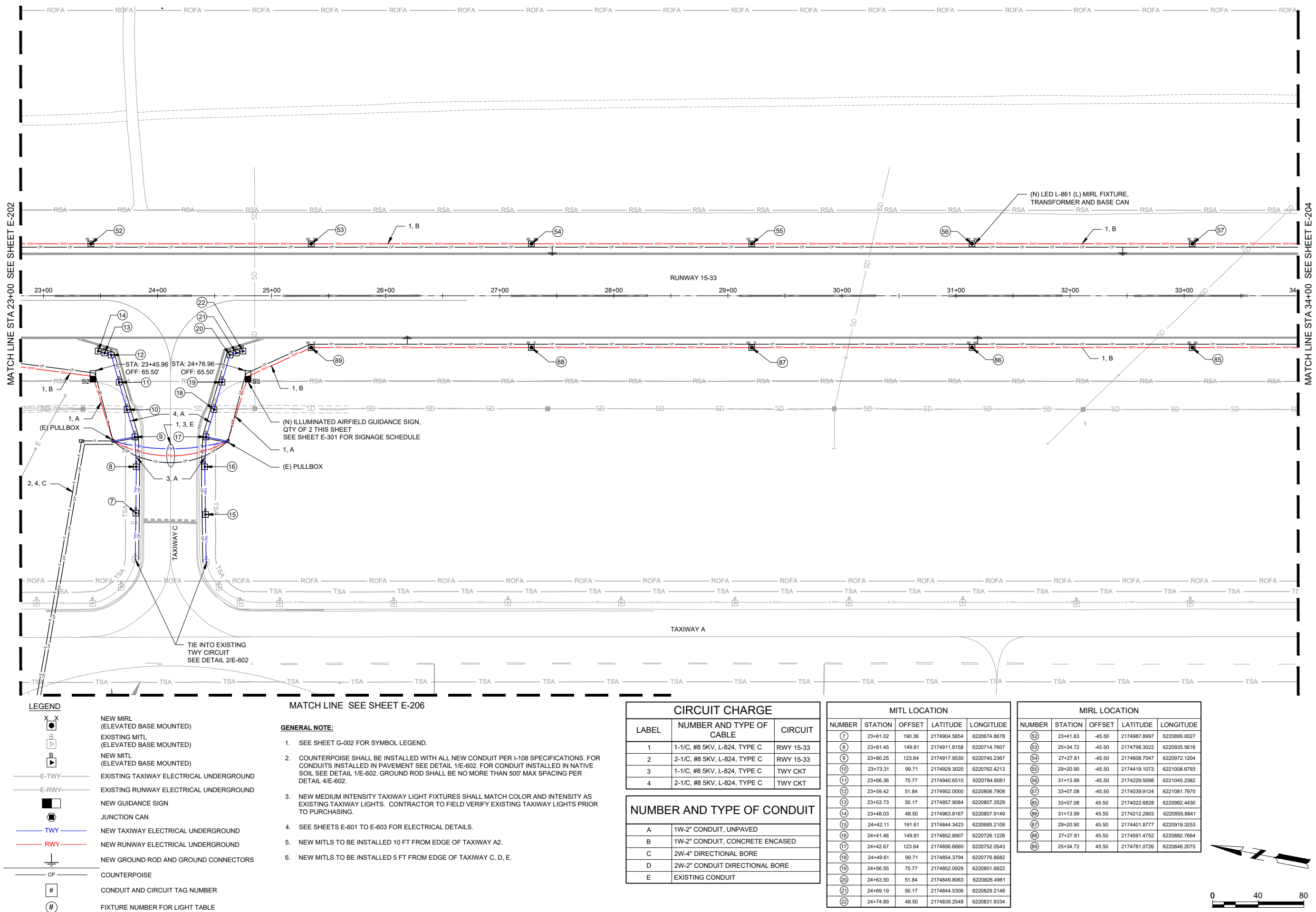


**CITY OF UKIAH
RUNWAY 15-33 PAVEMENT
REHABILITATION PHASE 2**
UKIAH MUNICIPAL AIRPORT (UKI)
UKIAH, CALIFORNIA

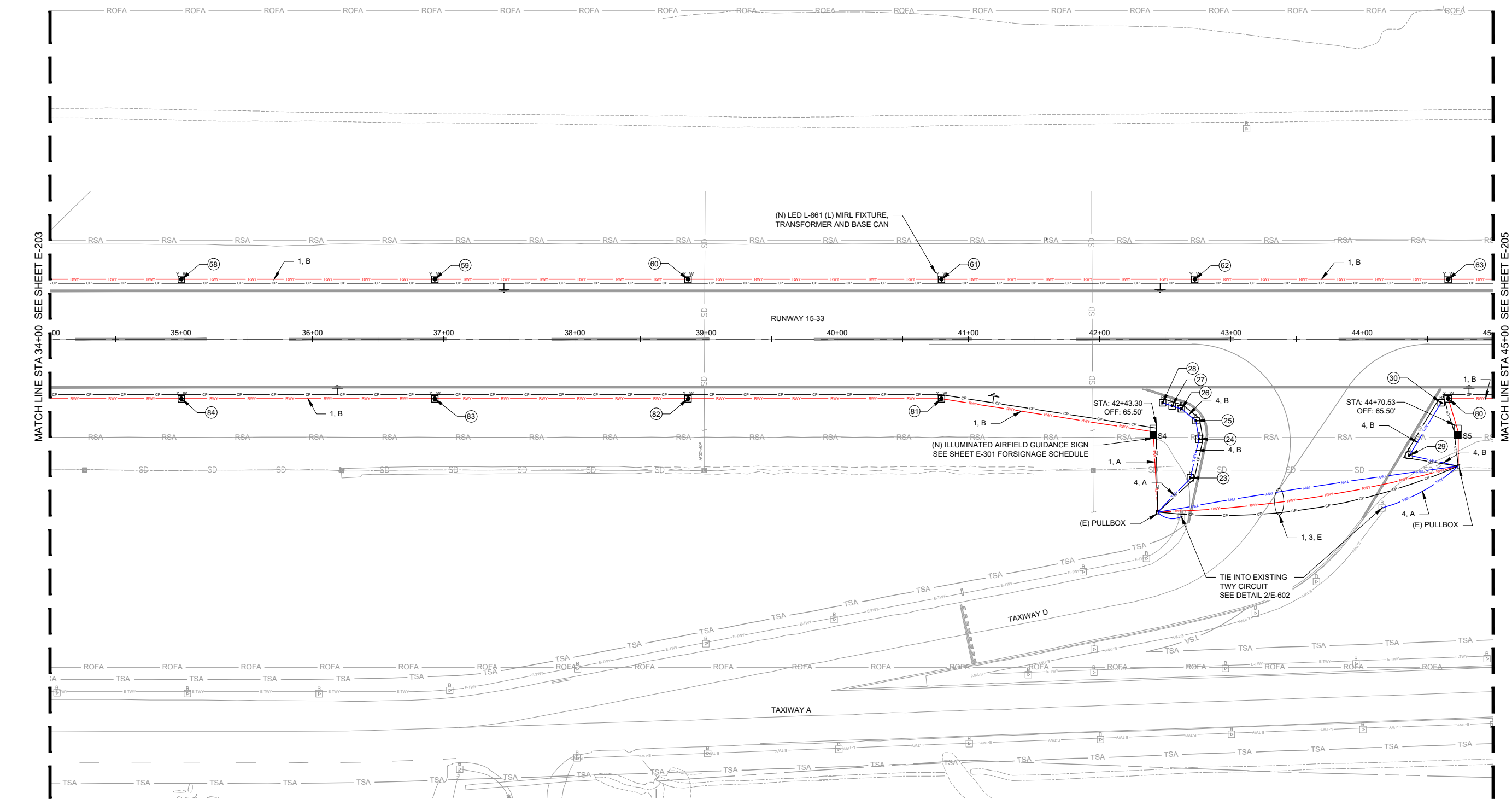
SCHEDULE 1

ET NO.

E-203



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11/12/2021 12:02:24 PM



LEGEND

- X X
NEW MRL
(ELEVATED BASE MOUNTED)
- B
EXISTING MITL
(ELEVATED BASE MOUNTED)
- B
NEW MITL
(ELEVATED BASE MOUNTED)
- E-TWY
EXISTING TAXIWAY ELECTRICAL UNDERGROUND
- E-RWY
EXISTING RUNWAY ELECTRICAL UNDERGROUND
- NEW GUIDANCE SIGN
- JUNCTION CAN
- TWY
NEW TAXIWAY ELECTRICAL UNDERGROUND
- RWY
NEW RUNWAY ELECTRICAL UNDERGROUND
- NEW GROUND ROD AND GROUND CONNECTORS
- CP
COUNTERPOISE
- #
CONDUIT AND CIRCUIT TAG NUMBER
- #
FIXTURE NUMBER FOR LIGHT TABLE

GENERAL NOTE:

- SEE SHEET E-002 FOR SYMBOL LEGEND.
- COUNTERPOISE SHALL BE INSTALLED WITH ALL NEW CONDUIT PER I-108 SPECIFICATIONS. FOR CONDUITS INSTALLED IN PAVEMENT SEE DETAIL 1/E-602. FOR CONDUIT INSTALLED IN NATIVE SOIL SEE DETAIL 1/E-602. GROUND ROD SHALL BE NO MORE THAN 500' MAX SPACING PER DETAIL 4/E-602.
- NEW MEDIUM INTENSITY TAXIWAY LIGHT FIXTURES SHALL MATCH COLOR AND INTENSITY AS EXISTING TAXIWAY LIGHTS. CONTRACTOR TO FIELD VERIFY EXISTING TAXIWAY LIGHTS PRIOR TO PURCHASING.
- SEE SHEETS E-601 TO E-603 FOR ELECTRICAL DETAILS.
- NEW MITLS TO BE INSTALLED 10 FT FROM EDGE OF TAXIWAY A2.
- NEW MITLS TO BE INSTALLED 5 FT FROM EDGE OF TAXIWAY C, D, E.

CIRCUIT CHARGE

LABEL	NUMBER AND TYPE OF CABLE	CIRCUIT
1	1-1/C, #8 5KV, L-824, TYPE C	RWY 15-33
2	2-1/C, #8 5KV, L-824, TYPE C	RWY 15-33
3	1-1/C, #8 5KV, L-824, TYPE C	TWY CKT
4	2-1/C, #8 5KV, L-824, TYPE C	TWY CKT

NUMBER AND TYPE OF CONDUIT

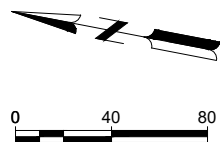
A	1W-2" CONDUIT, UNPAVED
B	1W-2" CONDUIT, CONCRETE ENCASED
C	2W-4" DIRECTIONAL BORE
D	2W-2" CONDUIT DIRECTIONAL BORE
E	EXISTING CONDUIT

MITL LOCATION

NUMBER	STATION	OFFSET	LATITUDE	LONGITUDE
23	42+69.25	105.75	2173066.5114	6221115.4572
24	42+75.68	76.28	2173065.7741	6221145.6068
25	42+73.44	62.13	2173070.6528	6221159.0835
26	42+62.30	53.12	2173083.3026	6221165.8220
27	42+55.16	50.81	2173090.7423	6221166.7376
28	42+48.03	48.50	2173098.1820	6221167.6533
29	44+36.07	88.54	2172905.9601	6221163.9418
30	44+60.19	48.50	2172889.8599	6221207.8227

MIRL LOCATION

NUMBER	STATION	OFFSET	LATITUDE	LONGITUDE
58	35+00.17	-45.50	2173850.3149	6221118.3559
59	36+93.26	-45.50	2173660.7174	6221154.9148
60	38+86.35	-45.50	2173471.1200	6221191.4736
61	40+79.44	-45.50	2173281.5225	6221228.0325
62	42+72.53	-45.50	2173091.9251	6221264.5913
63	44+65.62	-45.50	2172902.3276	6221301.1502
64	44+65.62	45.50	2172885.0980	6221211.7962
65	40+79.44	45.50	2173264.2930	6221138.6785
66	38+86.35	45.50	2173453.8904	6221102.1196
67	36+93.26	45.50	2173643.4879	6221065.5607
68	35+00.17	45.50	2173833.0853	6221029.0019



Mead & Hunt
Mead and Hunt, Inc.
1360 19th Hole Drive,
Suite 200
Windsor, CA 95492
phone: 707-526-5010
meadhunt.com

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CITY OF UKIAH
RUNWAY 15-33 PAVEMENT
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UKIAH MUNICIPAL AIRPORT (UKI)
UKIAH, CALIFORNIA

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SCHEDULE 1

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SHEET CONTENTS
ELECTRICAL PLANS

SHEET NO.

E-204

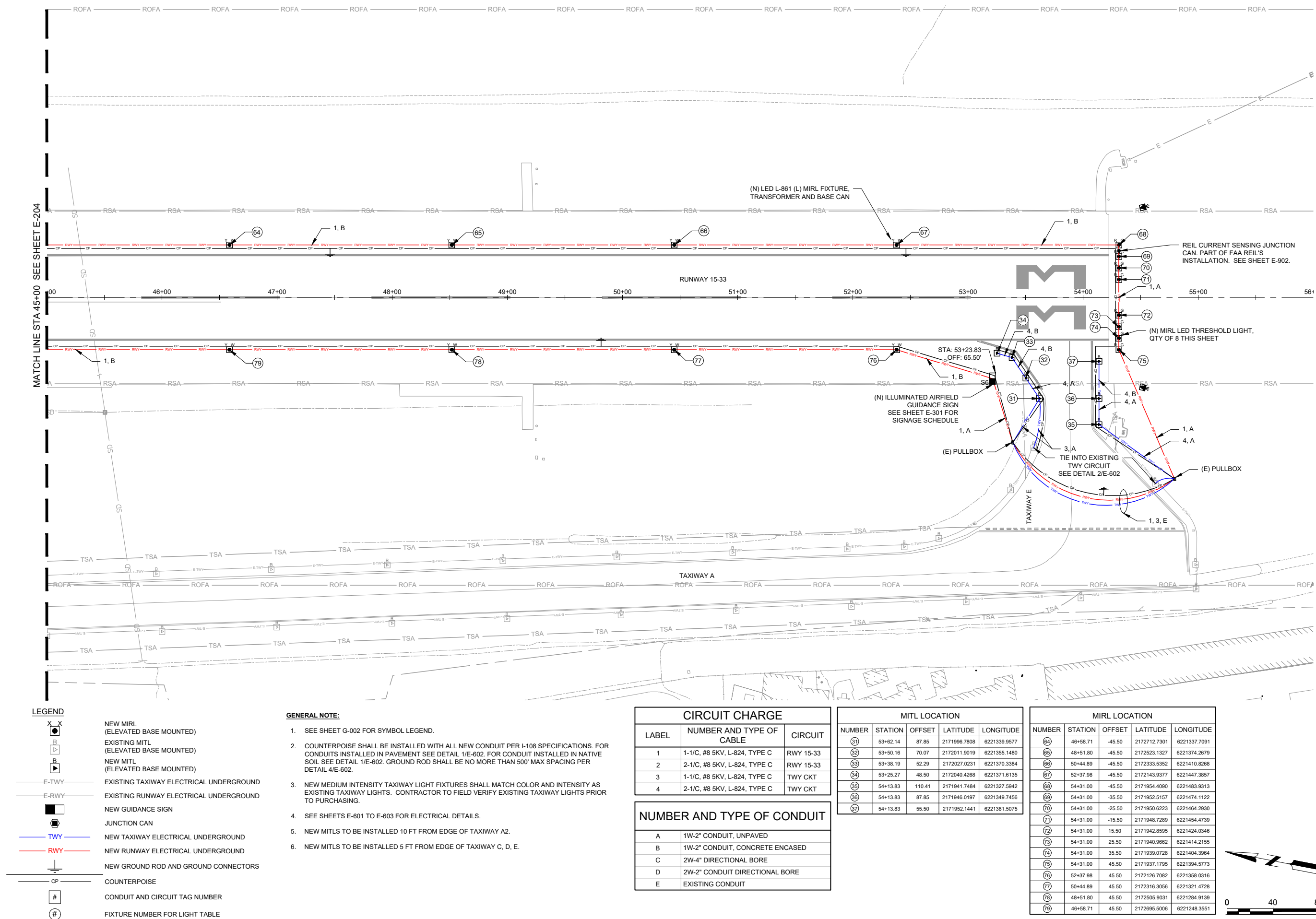
**CITY OF UKIAH
RUNWAY 15-33 PAVEMENT
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UKIAH MUNICIPAL AIRPORT (UKI)
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ET NO.

Page 679 of 1299



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UKIAH, CALIFORNIA

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SCHEDULE 1

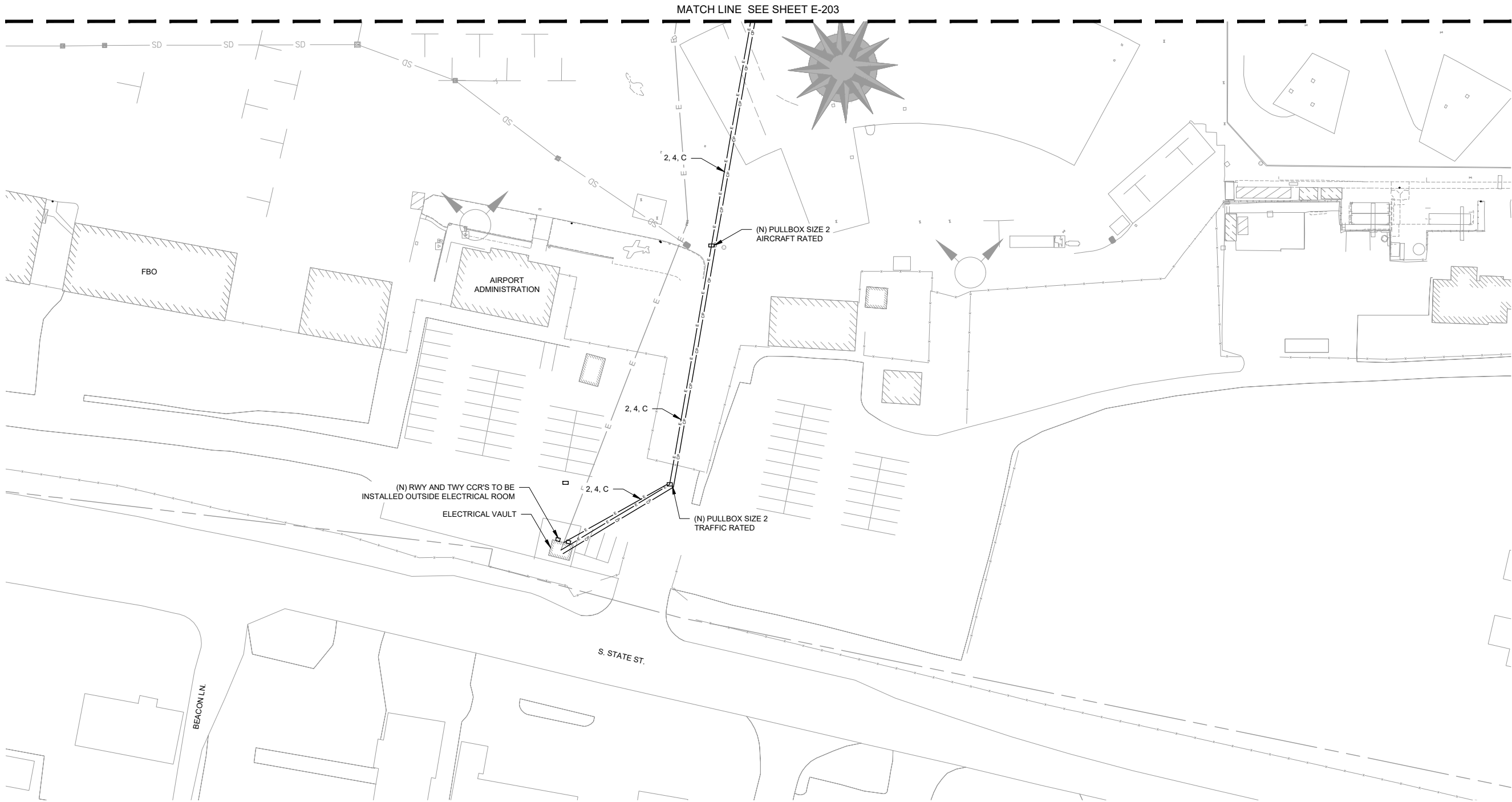
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SHEET CONTENTS
ELECTRICAL PLANS

SHEET NO.

E-206



LEGEND

	NEW MRL (ELEVATED BASE MOUNTED)
	EXISTING MITL (ELEVATED BASE MOUNTED)
	NEW MITL (ELEVATED BASE MOUNTED)
	EXISTING TAXIWAY ELECTRICAL UNDERGROUND
	EXISTING RUNWAY ELECTRICAL UNDERGROUND
	NEW GUIDANCE SIGN
	JUNCTION CAN
	NEW TAXIWAY ELECTRICAL UNDERGROUND
	NEW RUNWAY ELECTRICAL UNDERGROUND
	NEW GROUND ROD AND GROUND CONNECTORS
	COUNTERPOISE
	CONDUIT AND CIRCUIT TAG NUMBER
	FIXTURE NUMBER FOR LIGHT TABLE

GENERAL NOTE:

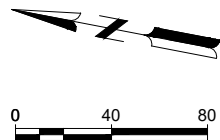
- SEE SHEET G-002 FOR SYMBOL LEGEND.
- COUNTERPOISE SHALL BE INSTALLED WITH ALL NEW CONDUIT PER I-108 SPECIFICATIONS. FOR CONDUITS INSTALLED IN PAVEMENT SEE DETAIL 1/E-602. FOR CONDUIT INSTALLED IN NATIVE SOIL SEE DETAIL 1/E-602. GROUND ROD SHALL BE NO MORE THAN 500' MAX SPACING PER DETAIL 4/E-602.
- NEW MEDIUM INTENSITY TAXIWAY LIGHT FIXTURES SHALL MATCH COLOR AND INTENSITY AS EXISTING TAXIWAY LIGHTS. CONTRACTOR TO FIELD VERIFY EXISTING TAXIWAY LIGHTS PRIOR TO PURCHASING.
- SEE SHEETS E-601 TO E-603 FOR ELECTRICAL DETAILS.
- NEW MITLS TO BE INSTALLED 10 FT FROM EDGE OF TAXIWAY A2.
- NEW MITLS TO BE INSTALLED 5 FT FROM EDGE OF TAXIWAY C, D, E.

CIRCUIT CHARGE

LABEL	NUMBER AND TYPE OF CABLE	CIRCUIT
1	1-1/C, #8 5KV, L-824, TYPE C	RWY 15-33
2	2-1/C, #8 5KV, L-824, TYPE C	RWY 15-33
3	1-1/C, #8 5KV, L-824, TYPE C	TWY CKT
4	2-1/C, #8 5KV, L-824, TYPE C	TWY CKT

NUMBER AND TYPE OF CONDUIT

A	1W-2" CONDUIT, UNPAVED
B	1W-2" CONDUIT, CONCRETE ENCASED
C	2W-4" DIRECTIONAL BORE
D	2W-2" CONDUIT DIRECTIONAL BORE
F	EXISTING CONDUIT



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AIRFIELD GUIDANCE SIGN SCHEDULE																
SIGN NUMBER	SIGN GRAPHIC	LEGEND (NORTH SIDE)	LEGEND (SOUTH SIDE)	LEGEND (EAST SIDE)	LEGEND (WEST SIDE)	COLOR (NORTH SIDE)	COLOR (SOUTH SIDE)	COLOR (EAST SIDE)	COLOR (WEST SIDE)	SIZE	STYLE	CLASS	MODULES	CIRCUIT	SHEET NUMBER	NOTES
S1		BLANK	[←] [A2]			[B]	[B/Y]			1	2	2	2	RWY 15-33	E-201	INSTALL (N) L-858 SIGN & TRANSFORMER ON (N) BASE
S2		[C →]	BLANK			[B/Y]	[B]			1	2	2	1	RWY 15-33	E-203	INSTALL (N) L-858 SIGN & TRANSFORMER ON (N) BASE
S3		BLANK	[← C]			[B]	[B/Y]			1	2	2	1	RWY 15-33	E-203	INSTALL (N) L-858 SIGN & TRANSFORMER ON (N) BASE
S4		[D →]	BLANK			[B/Y]	[B]			1	2	2	1	RWY 15-33	E-204	INSTALL (N) L-858 SIGN & TRANSFORMER ON (N) BASE
S5		BLANK	[← D]			[B]	[B/Y]			1	2	2	1	RWY 15-33	E-204	INSTALL (N) L-858 SIGN & TRANSFORMER ON (N) BASE
S6		[E →]	BLANK			[B/Y]	[B]			1	2	2	1	RWY 15-33	E-205	INSTALL (N) L-858 SIGN & TRANSFORMER ON (N) BASE

SIGN COLOR CODE:
Y YELLOW
B BLACK
W WHITE
R RED
B/Y BLACK LETTERING ON YELLOW BACKGROUND
Y/B YELLOW LETTERING ON BLACK BACKGROUND W/ YELLOW AND BLACK BORDER
W/R WHITE LETTERING ON RED BACKGROUND
W/B WHITE LETTERING ON BLACK BACKGROUND

SIGN MODIFICATION NOTES:
1. MODULE SIZES ARE GIVEN FOR ESTIMATIONS ONLY AND ARE SUBJECT TO CHANGE BY SIGN MANUFACTURER.
2. CONTRACTOR TO ORDER NEW AIRFIELD SIGN PANELS TO MATCH PROPOSED LEGEND.
3. PRIOR TO ORDERING ANY NEW PANELS THAT ARE TO BE SUPPLIED, THE CONTRACTOR MUST PROVIDE THE ENGINEER WITH MANUFACTURER'S SHOP DRAWINGS FOR APPROVAL.

1

ELECTRICAL SIGN LEGEND

NO SCALE



Mead and Hunt, Inc.
1360 19th Hole Drive,
Suite 200
Windsor, CA 95492
phone: 707-526-5010
meadhunt.com

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CITY OF UKIAH
RUNWAY 15-33 PAVEMENT
REHABILITATION PHASE 2
UKIAH MUNICIPAL AIRPORT (UKI)
UKIAH, CALIFORNIA

ISSUED
SCHEDULE 1

100% SUBMITTAL
NOT FOR CONSTRUCTION

M&H NO.: 2112200-192335.01
DATE: NOVEMBER 2021
DESIGNED BY: BWW
DRAWN BY: JML
CHECKED BY: CMH
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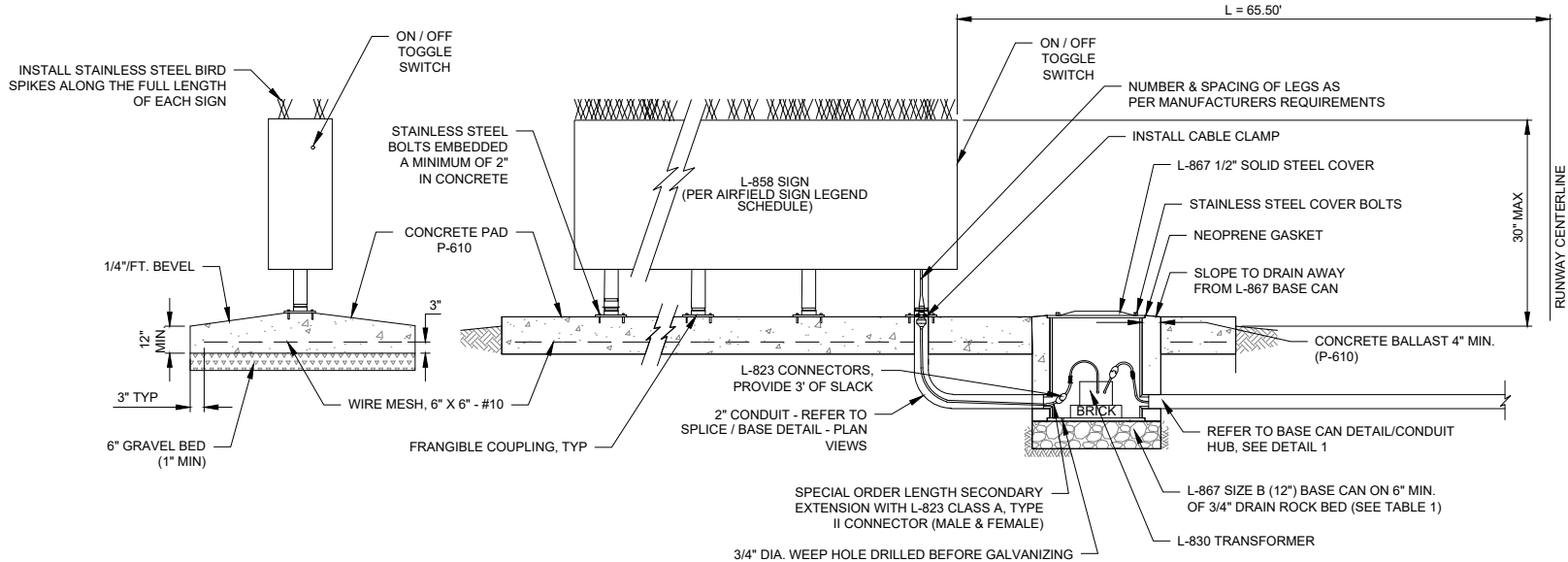
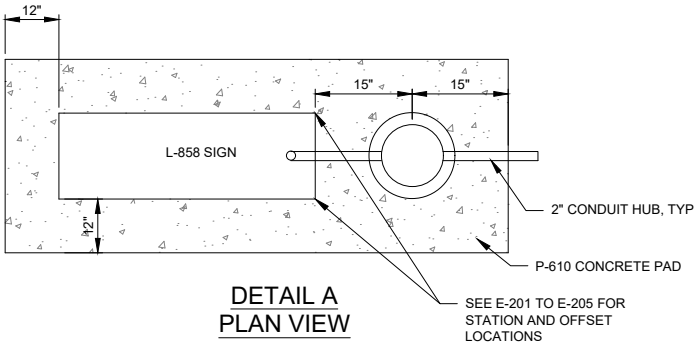
SHEET CONTENTS
SIGNAGE SCHEDULE

SHEET NO.

E-301

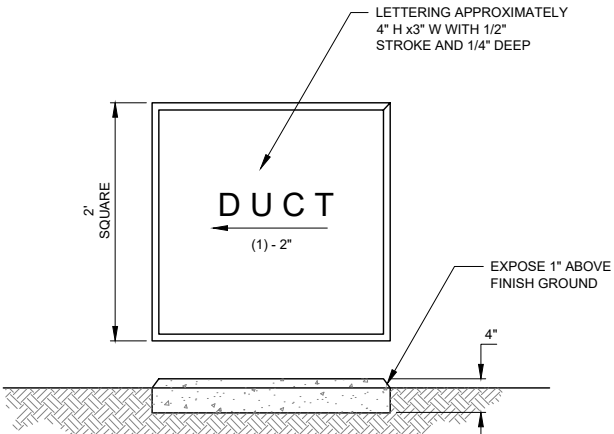
GENERAL SIGN NOTES:

1. FOLLOW MANUFACTURER'S RECOMMENDATION FOR L-823 CONNECTOR INSTALLATION.
2. COUPLING WEEP HOLES SHALL NOT DRAIN TO THE OUTSIDE OF THE L-867 BASE CAN OR LID.
3. PROVIDE ONE TETHER ON EACH END OF SIGN.
4. INSTALL GROUND WIRE AND GROUND ROD TO EXTERIOR LUG ON L-867 BASE CAN.
5. BOND SIGN METAL SURFACES TO LIGHT BASE GROUNDING LUG, USING #6 BARE COPPER WIRE
6. DIMENSION SIGN PAD PER DETAIL "A"



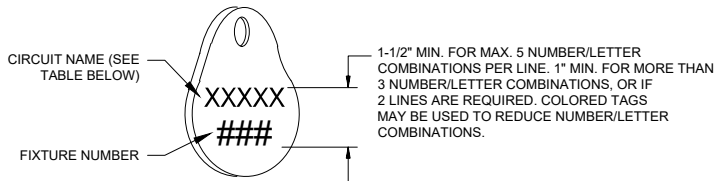
3 TYPICAL LIGHTED AIRFIELD GUIDANCE AND HOLD SIGN
NTS

TABLE 1 DRAIN ROCK GRADATION		
SIEVE SIZE (INCH)	GRADATION #1 3/4 INCH MAX	
	PERCENT PASSING	TOLERANCE
3/4 IN	100	-5
1/2 IN	78	±8
3/8 IN	63	±8
NO. 4	38	±8
NO. 8	19	±6
NO. 16	2	±2

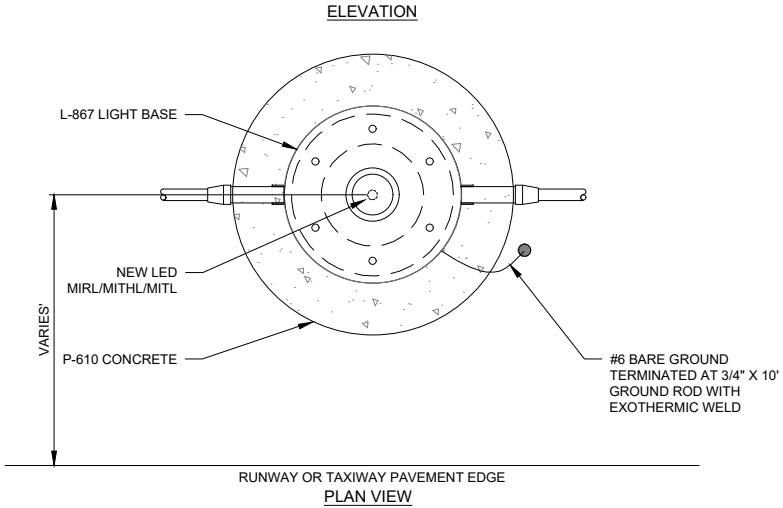
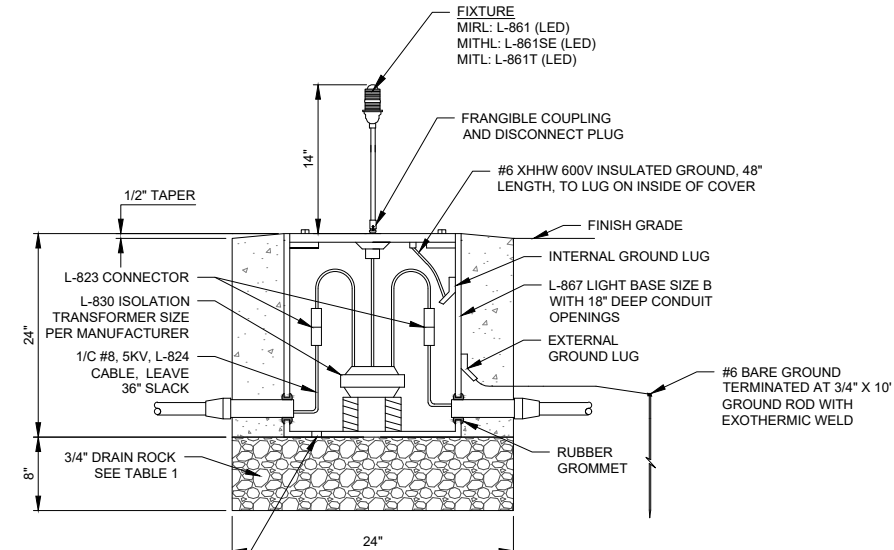


- NOTES
1. EMBED 1/2" STEEL REBAR IN DUCT MARKER
 2. LOCATE MARKERS ABOVE THE ENDS OF ALL DUCTS OR DUCT BANKS, EXCEPT WHERE DUCTS TERMINATE IN A HANDHOLD, MANHOLE, OR BUILDING.

4 CONCRETE DUCT MARKER
NTS

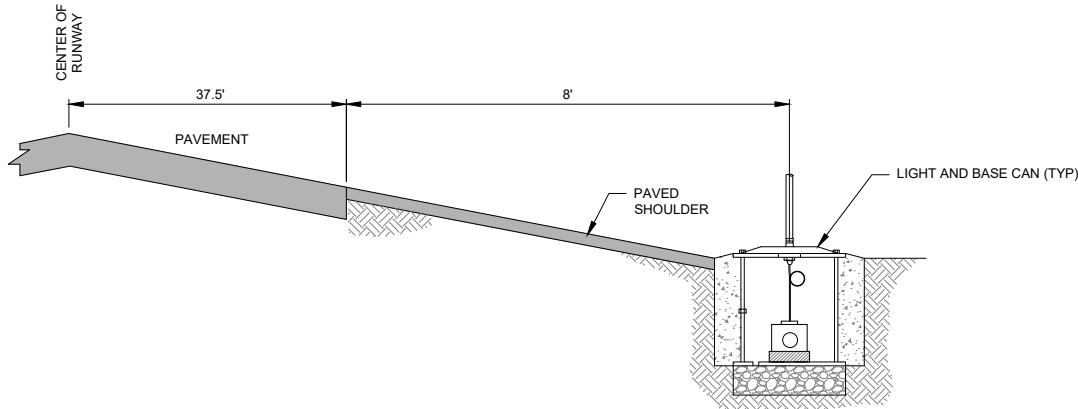


2 LIGHT FIXTURE IDENTIFICATION TAG
NTS

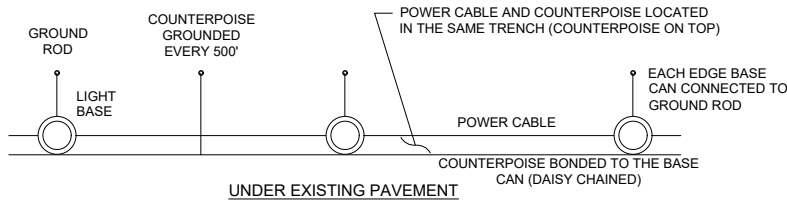


- TYPICAL NOTES - ALL LIGHT BASES:
1. ALL BOLTS SHALL BE STAINLESS STEEL.
 2. APPLY ANTI-SEIZE COMPOUND TO ALL MALE THREADS.
 3. PROVIDE FORMS AS NECESSARY FOR CONCRETE PLACEMENT. COST INCIDENTAL TO THE INSTALLATION.
 4. ALL NEW BASE CANS SHALL HAVE INTERNAL AND EXTERNAL GROUND LUGS.
 5. ALL CABLES INSIDE THE CAN SHALL HAVE 36" OF SLACK TO ALLOW FOR MAINTENANCE. CABLE SLACK IS INCIDENTAL TO CABLE INSTALLATION.
 6. CONTRACTOR IS RESPONSIBLE FOR VERIFYING NUMBER, LOCATION, AND SIZE OF CONDUIT OPENINGS IN ALL BASE CANS.
 7. ALL BASE CANS SHALL BE INSTALLED USING A "JIG". JIG SHALL HAVE FOUR ADJUSTABLE LEGS AND BE CAPABLE OF HOLDING CANS IN PLACE DURING CONCRETE PLACEMENT.
 8. ALL MATERIALS AND WORK NECESSARY WHETHER SHOWN OR NOT IS INCIDENTAL TO THE INSTALLATION.

1 TYPICAL BASE MOUNTED EDGE LIGHT
NTS



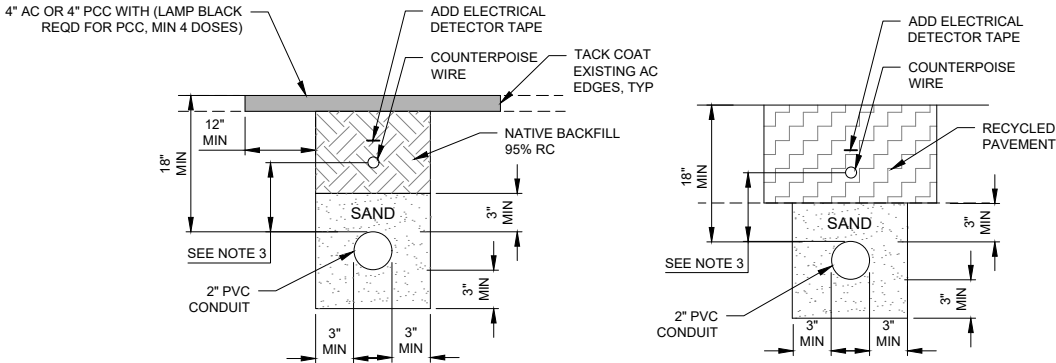
3 MIRL LOCATION DETAIL
NTS



NOTES:

1. INSTALL GROUND RODS FOR COUNTERPOISE MAXIMUM EVERY 500 LF OR AT THE END OF A STRAIGHT SEGMENT.
2. COUNTERPOISE SHALL BE INSTALLED ALONG RUNWAY 15-33 AND ALONG TAXIWAYS AS SHOWN IN THIS DETAIL.

4 TYPICAL COUNTERPOISE
AND GROUND ROD CONNECTIONS
NTS



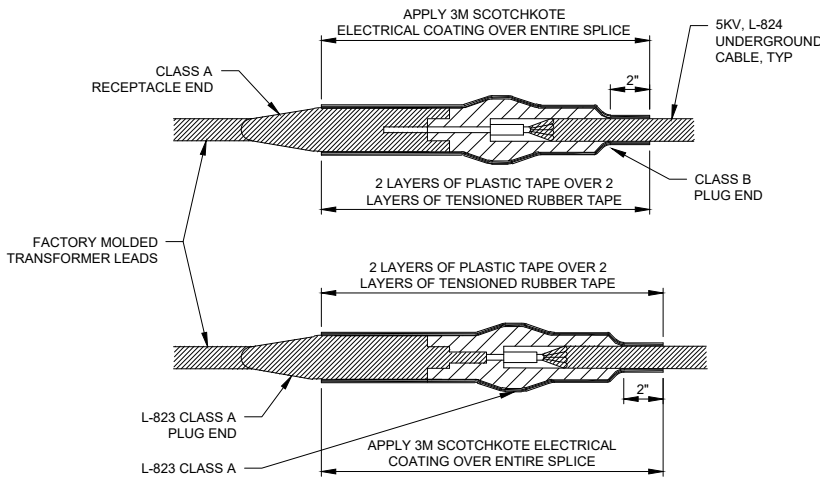
AC & CONCRETE (PAVED AREAS)

NATIVE (UNPAVED AREAS)

NOTES:

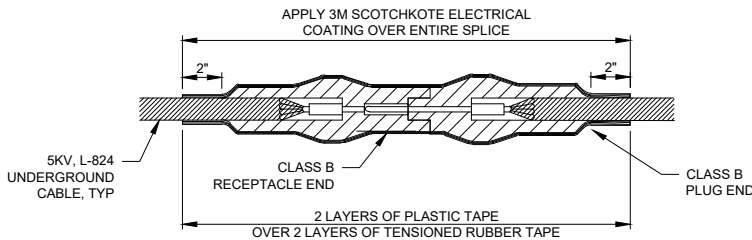
1. CONCRETE ENCASED CONDUIT SHALL EXTEND A MIN. OF 5 FT. BEYOND ALL EDGES OF PAVEMENT.
2. COUNTERPOISE TO BE PLACED 4" ABOVE CONDUIT. COUNTERPOISE IS ROUTED ABOVE DUCT WHERE DUCT IS UNDER EXISTING PAVEMENT OR NOT ADJACENT TO AND ROUTED PARALLEL TO PAVEMENT EDGE. SEE DETAIL 4.
3. AC AND PCC MATERIALS FOR TRENCH REPAIR SHALL MEET CALTRANS REQUIREMENTS.

1 ELECTRICAL
TRENCH AND BACKFILL
NTS



FOR L-823 PLUG SPLICES AT TAXIWAY AND RUNWAY LIGHTS

FIGURE A



FOR L-823 CONNECTORS USED AT L-830 ISOLATION TRANSFORMER JUNCTION WITH 5KV LOOP CIRCUIT

FIGURE B

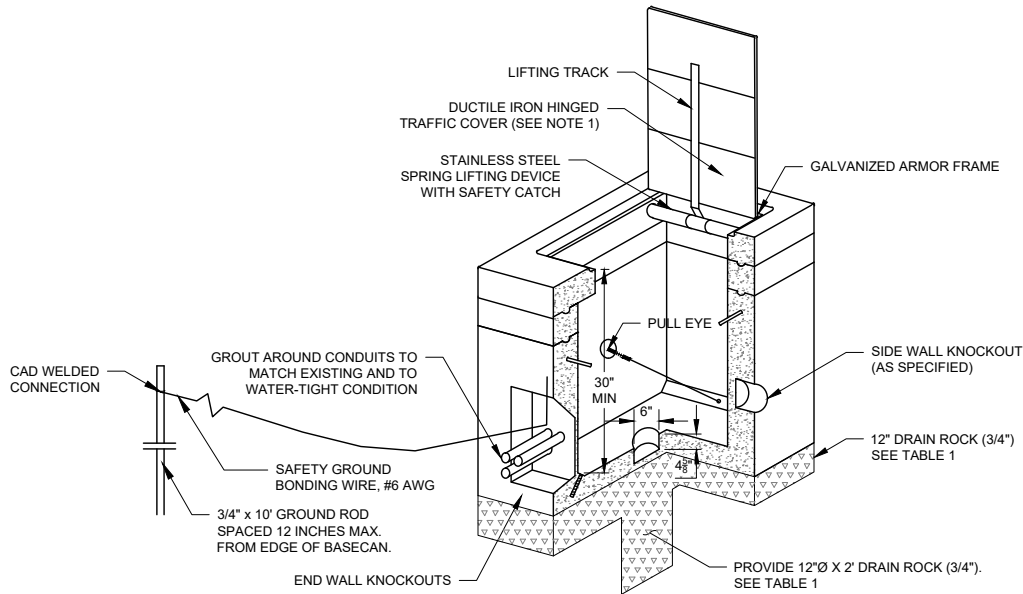
NOTE:

1. ALL SPLICES IN MANHOLES SHALL BE HEAT SHRINK TYPE, PER FIGURE B, IF HEAT SHRINK IS ALLOWED PER SPECIFICATION.

2 CABLE SPLICE
WATERPROOFING DETAILS
NTS

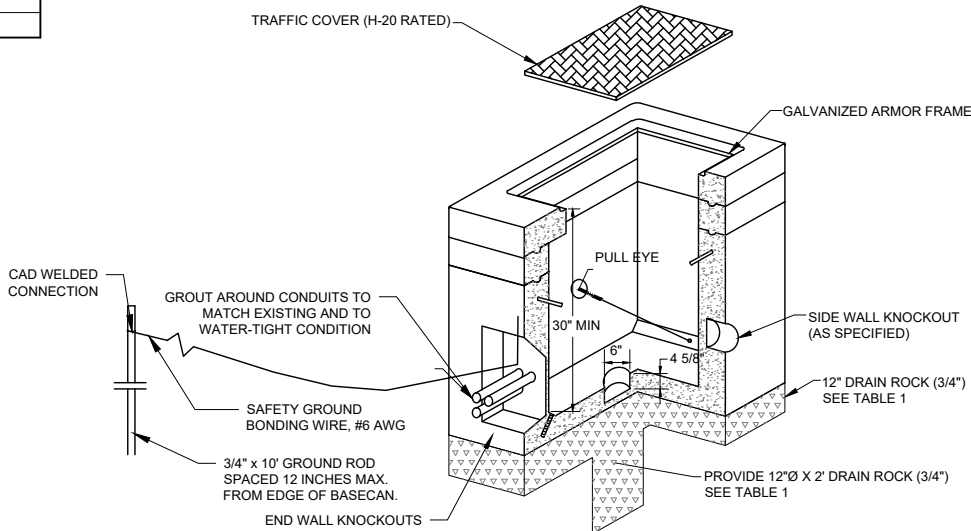
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TABLE 1 DRAIN ROCK GRADATION		
SIEVE SIZE (INCH)	GRADATION #1 3/4 INCH MAX	
	PERCENT PASSING	TOLERANCE
3/4 IN	100	-5
1/2 IN	78	±8
3/8 IN	63	±8
NO. 4	38	±8
NO. 8	19	±6
NO. 16	2	±2



- NOTES:
- PULLBOXES SHALL BE RATED FOR H-20 LOADING. PULLBOXES WITHIN THE RSA SHALL BE 100,000 LBS AIRCRAFT RATED
 - PROVIDE PLASTIC OR POLYCARBONATE CABLE RACKS AND ARMS
 - MINIMUM INSIDE DIMENSIONS - SIZE 1: 24"W x 36"L x 30"D, SIZE 2: 36"W x 60"L x 30"D
 - PULL BOXES SHALL BE SET 1" ABOVE ADJACENT GRADE. SHAPE GRADE AT PULL BOXES AS NECESSARY TO DRAIN AWAY.
 - PULLBOX COVERS SHALL BE SPRING LOADED.
 - PROVIDE END BELL AT EACH CONDUIT OPENING AND CAP UNUSED CONDUITS.
 - SAFETY GROUND TO BE CONNECTED TO METAL GROUNDING INSIDE PULL BOX.
 - ALL FAA PULLBOXES SHALL USE THE SPRING ASSIST COVERS AS SHOWN ON SHEET E-911.

1 **ELECTRICAL PULLBOX - SPRING LOADED**
NTS



- NOTES:
- PULLBOXES SHALL BE RATED FOR H-20 LOADING.
 - MINIMUM INSIDE DIMENSIONS - SIZE 1: 24"x36"x30" DEEP
 - PULLBOXES SHALL BE SET 1" ABOVE ADJACENT GRADE. SHAPE GRADE AT PULL BOXES AS NECESSARY TO DRAIN AWAY.
 - PULLBOX COVERS TO BE H-20 RATED.
 - PROVIDE END BELL AT EACH CONDUIT OPENING AND CAP UNUSED CONDUITS.
 - SAFETY GROUND TO BE CONNECTED TO METAL GROUNDING INSIDE PULL BOX.
 - ALL FAA PULLBOXES SHALL USE SPRING ASSISTED COVERS AS SHOWN ON SHEET E-911.

2 **ELECTRICAL PULLBOX - STANDARD LID**
NTS

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**CITY OF UKIAH
RUNWAY 15-33 PAVEMENT
REHABILITATION PHASE 2
UKIAH MUNICIPAL AIRPORT (UKI)
UKIAH, CALIFORNIA**

ISSUED
SCHEDULE 1

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NOT FOR CONSTRUCTION

M&H NO.: 2112200-192335.01
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DRAWN BY: JML
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SHEET CONTENTS
SCH 1 ELECTRICAL
DETAILS

SHEET NO.

E-603

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RUNWAY 15-33 PAVEMENT
REHABILITATION PHASE 2
UKIAH MUNICIPAL AIRPORT (UKI)
UKIAH, CALIFORNIA

ISSUED

SCHEDULE 2

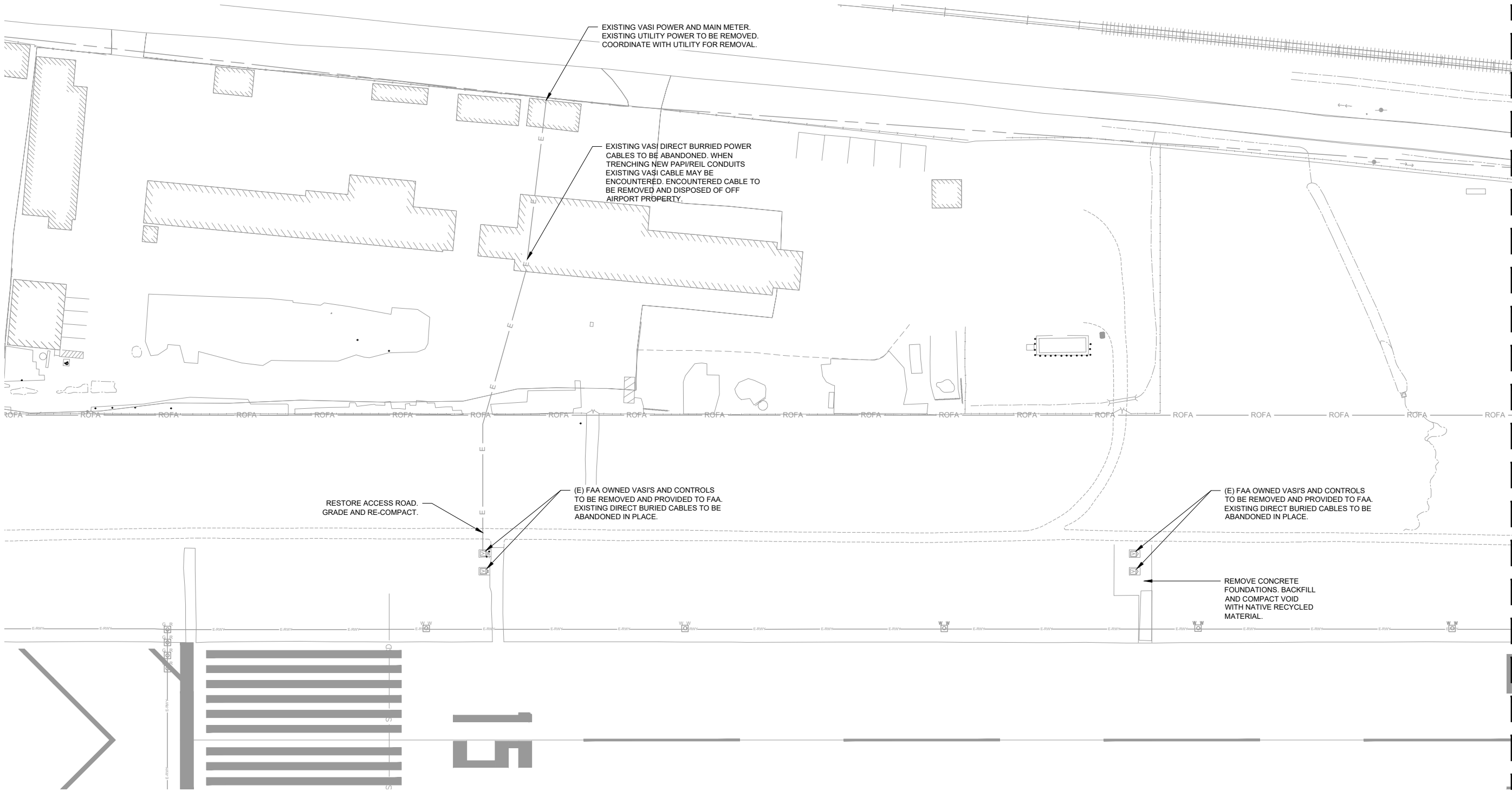
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SHEET CONTENTS
REIL AND VASI
DEMOLITION PLANS

SHEET NO.

E-801

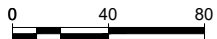


LEGEND

- W-W
O
C-R
O
B
D
- EXISTING MIRL
(ELEVATED BASE MOUNTED)
- EXISTING MITHL
(ELEVATED BASE MOUNTED)
- EXISTING MITL
(ELEVATED BASE MOUNTED)
- EXISTING TAXIWAY ELECTRICAL
UNDERGROUND TO REMAIN
- EXISTING RUNWAY ELECTRICAL
UNDERGROUND

ELECTRICAL GENERAL NOTES:

- SEE SHEET G-002 FOR SYMBOL LEGEND.
- UNLESS OTHERWISE NOTED, ITEMS DESIGNATED FOR REMOVAL SHALL BE DISPOSED OF AT AN OFF SITE LOCATION.
- UNLESS OTHERWISE NOTED, RUNWAY AND PAPI CABLES SHALL BE REMOVED AS SHOWN ON THE DRAWINGS. ENCOUNTERED ABANDONED CONDUITS TO BE REMOVED.
- ABANDONED DIRECT BURIED CABLES SHALL HAVE THE LAST 2 FEET REMOVED AND ABANDON THE REST IN PLACE.



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CITY OF UKIAH
RUNWAY 15-33 PAVEMENT
REHABILITATION PHASE 2
UKIAH MUNICIPAL AIRPORT (UKI)
UKIAH, CALIFORNIA

ISSUED

SCHEDULE 2

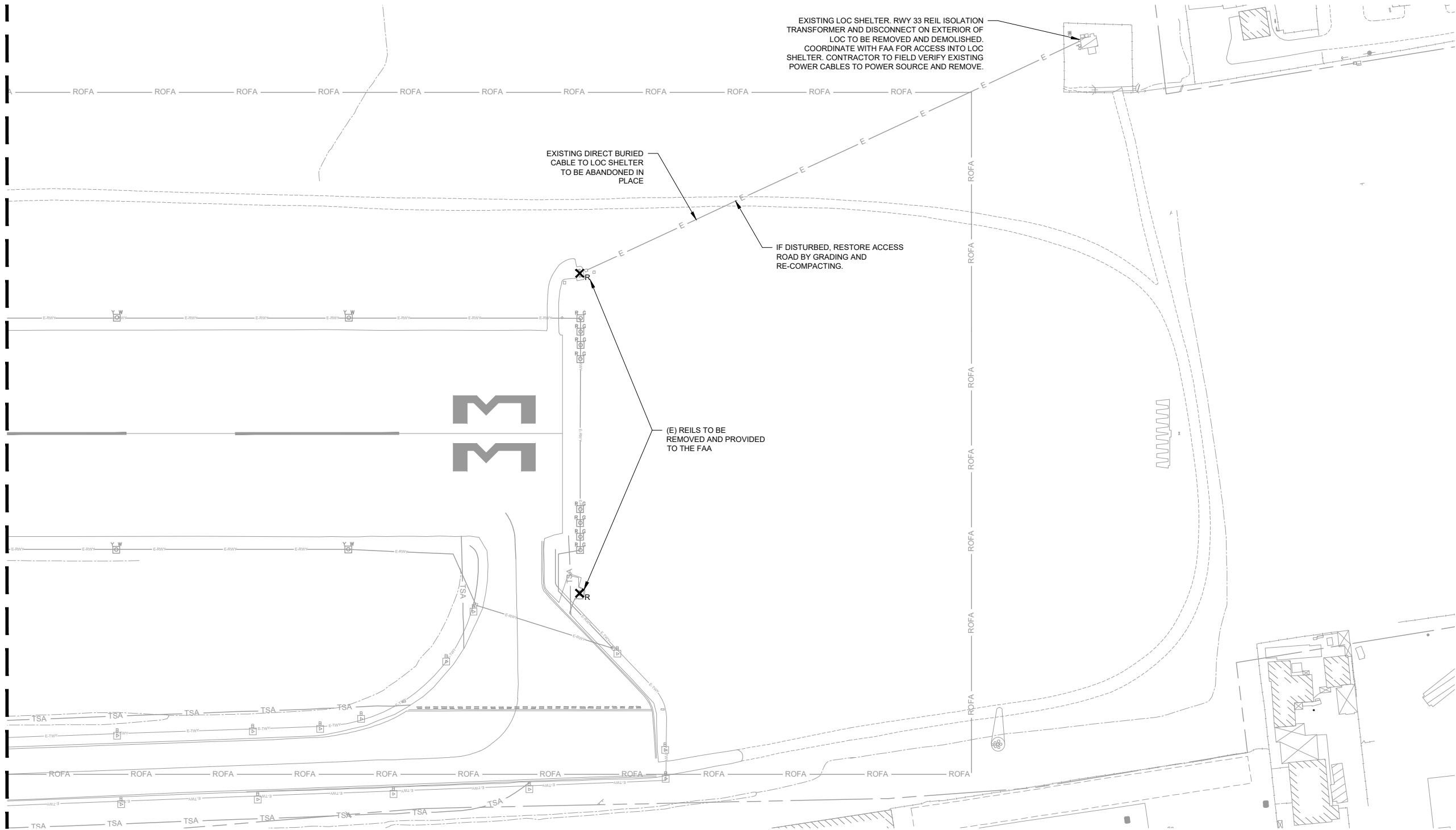
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SHEET CONTENTS
REIL AND VASI
DEMOLITION PLANS

SHEET NO.

E-802



EXISTING LOC SHELTER. RWY 33 REIL ISOLATION
TRANSFORMER AND DISCONNECT ON EXTERIOR OF
LOC TO BE REMOVED AND DEMOLISHED.
COORDINATE WITH FAA FOR ACCESS INTO LOC
SHELTER. CONTRACTOR TO FIELD VERIFY EXISTING
POWER CABLES TO POWER SOURCE AND REMOVE.

EXISTING DIRECT BURIED
CABLE TO LOC SHELTER
TO BE ABANDONED IN
PLACE

IF DISTURBED, RESTORE ACCESS
ROAD BY GRADING AND
RE-COMPACTING.

(E) REILS TO BE
REMOVED AND PROVIDED
TO THE FAA

LEGEND

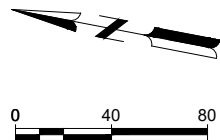
- W W
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B
D
E-TWY
E-RWY
- EXISTING MRL
(ELEVATED BASE MOUNTED)
EXISTING MITHL
(ELEVATED BASE MOUNTED)
EXISTING MITL
(ELEVATED BASE MOUNTED)
EXISTING TAXIWAY ELECTRICAL
UNDERGROUND TO REMAIN
EXISTING RUNWAY ELECTRICAL
UNDERGROUND

ELECTRICAL DEMOLITION LEGEND:

X_R - SALVAGE EXISTING REILS AND TRANSFORMER. REMOVE EXISTING CONDUCTORS,
AND CONCRETE PADS.

ELECTRICAL GENERAL NOTES:

- SEE SHEET G-002 FOR SYMBOL LEGEND.
- UNLESS OTHERWISE NOTED, ITEMS DESIGNATED FOR REMOVAL SHALL BE DISPOSED
OF AT AN OFF SITE LOCATION.
- UNLESS OTHERWISE NOTED, RUNWAY AND VASI CABLES SHALL BE REMOVED AS
SHOWN ON THE DRAWINGS. ENCOUNTERED ABANDONED CONDUITS TO BE REMOVED.
- ABANDONED DIRECT BURIED CABLES SHALL HAVE THE LAST 2 FEET REMOVED ON
EACH END. ABANDON THE REST IN PLACE.



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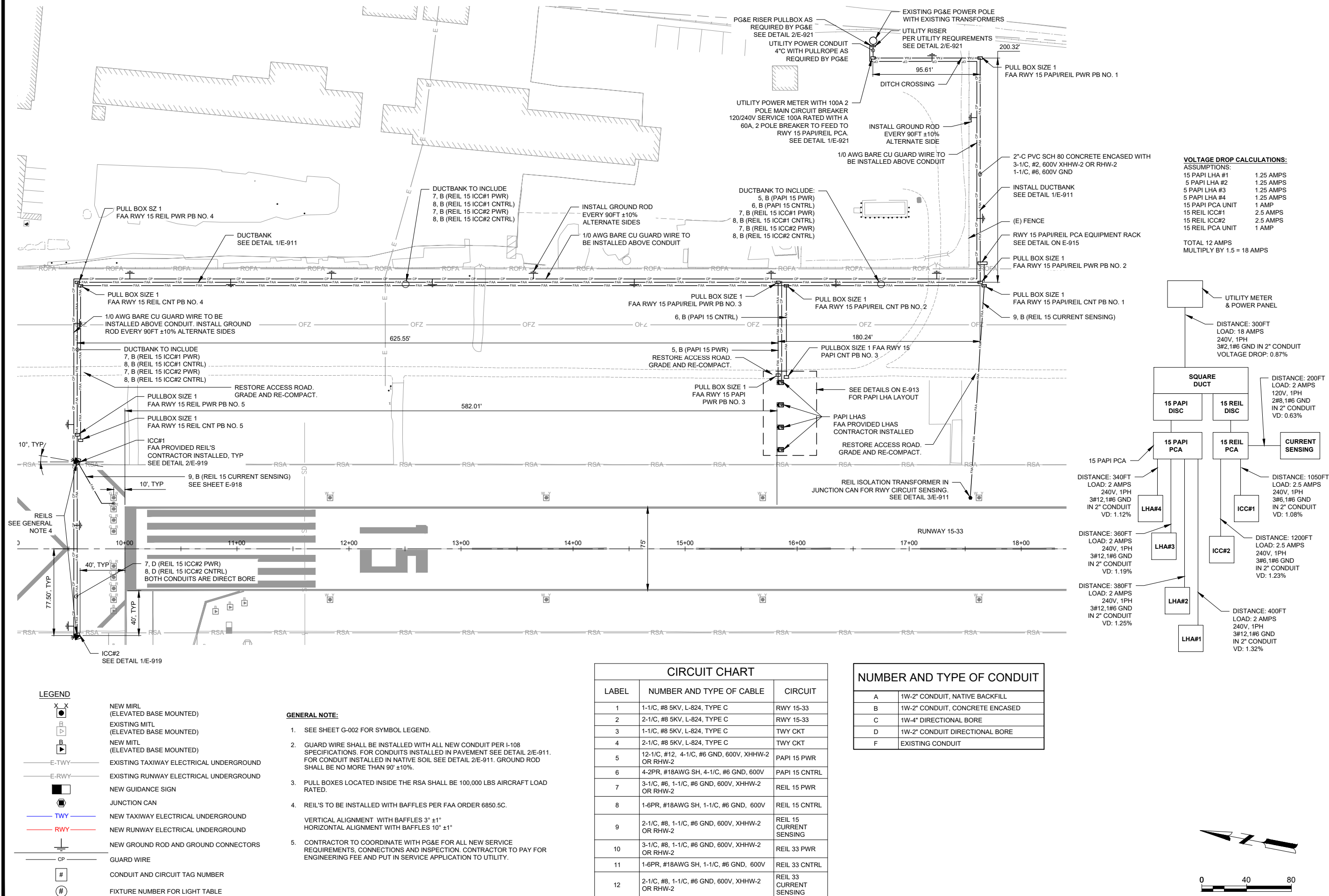
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SCHEDULE 2

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SHEET NO.

E-901



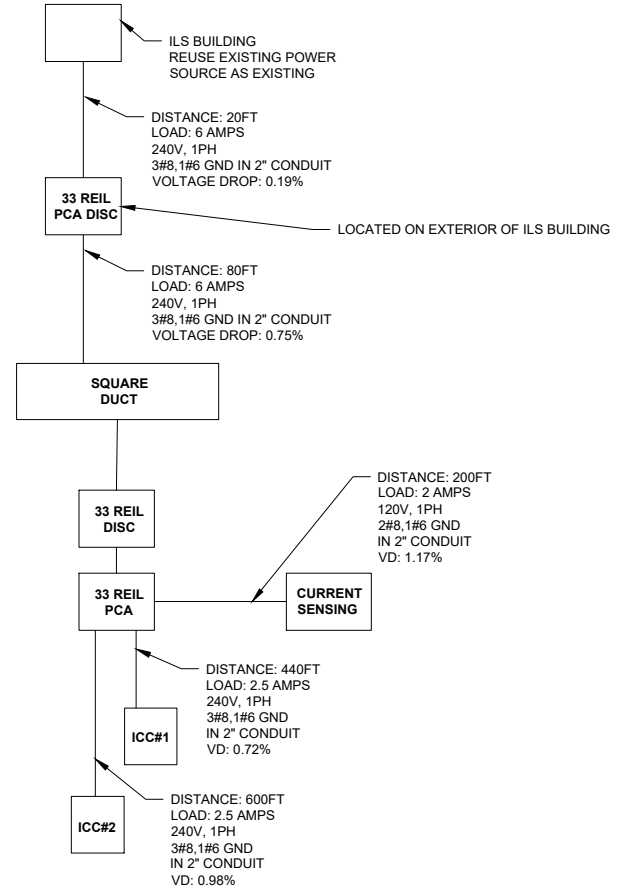
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ISSUED
SCHEDULE 2

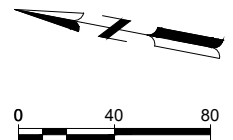
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SHEET NO. _____

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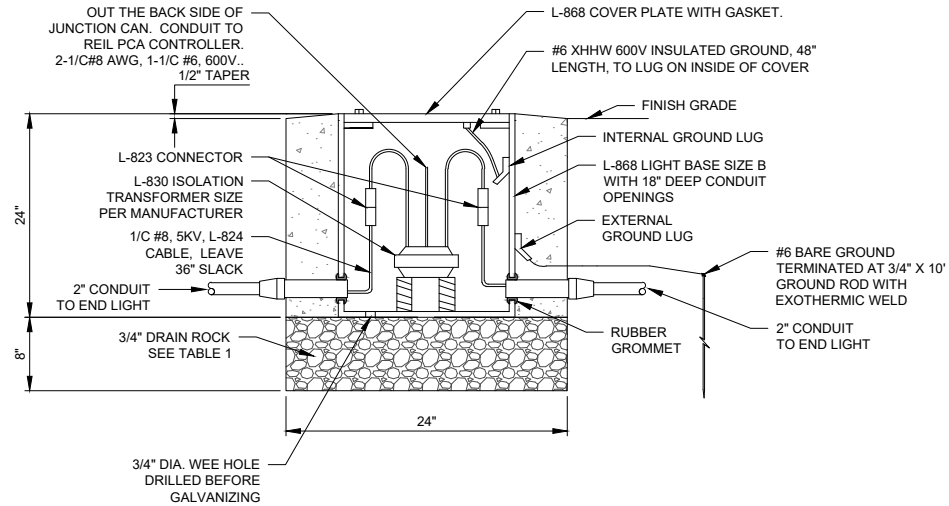


NUMBER AND TYPE OF CONDUIT	
A	1W-2" CONDUIT, NATIVE BACKFILL
B	1W-2" CONDUIT, CONCRETE ENCASED
C	1W-4" DIRECTIONAL BORE
D	1W-2" CONDUIT DIRECTIONAL BORE
F	EXISTING CONDUIT



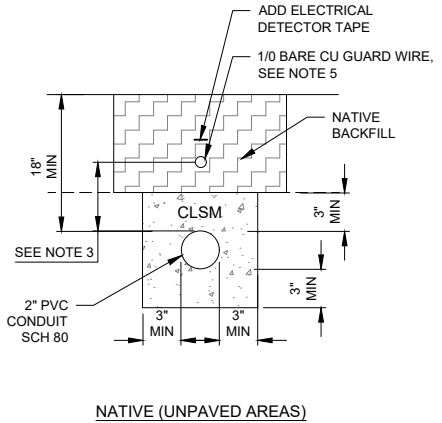
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X:\21122001\60246.01\TECHCADDRAWINGS\RWY 15-33 PAVEMENT REHABILITATION PHASE 2 (DESIGN)\REIL AND PAPI DETAILS.DWG
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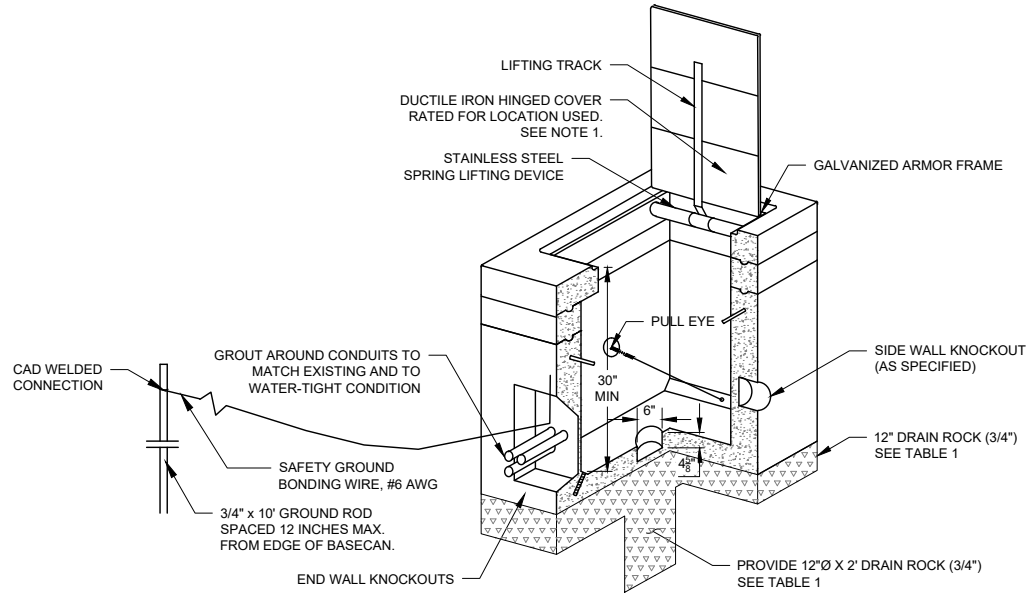
3 JUNCTION CAN CURRENT SENSING ISOLATION TRANSFORMER
NTS

TABLE 1 DRAIN ROCK GRADATION		
SIEVE SIZE (INCH)	GRADATION #1 3/4 INCH MAX	
	PERCENT PASSING	TOLERANCE
3/4 IN	100	-5
1/2 IN	78	±8
3/8 IN	63	±8
NO. 4	38	±8
NO. 8	19	±6
NO. 16	2	±2



- NOTES:
1. GUARD WIRE TO BE PLACED A MINIMUM 10" ABOVE CONDUIT AND 8" BELOW FINISHED GRADE PER FAA-19E. GROUND WIRE IS ROUTED ABOVE DUCT WHERE DUCT IS UNDER PAVEMENT OR NOT ADJACENT TO AND ROUTED PARALLEL TO PAVEMENT EDGE.
 2. COUNTER POISE TO BE EXOTHERMIC WELDED TO A GROUND ROD EVERY 90 FT. +/- 10%. GROUND RODS SHALL BE 6" OFFSET OF CONDUITS BEING PROTECTED.
 3. MINIMUM OF 6" SEPARATION BETWEEN POWER AND CONTROL CONDUITS.

1 ELECTRICAL TRENCH AND BACKFILL
NTS



- NOTES:
1. PULLBOXES SHALL BE RATED FOR H-20 LOADING. PULLBOXES WITHIN THE RSA SHALL BE 100,000 LBS AIRCRAFT RATED.
 2. PROVIDE PLASTIC OR POLYCARBONATE CABLE RACK AND ARM.
 3. MINIMUM INSIDE DIMENSIONS - SIZE 1: 24"W x 36"L x 36"D.
 4. PULLBOXES SHALL BE SET 1" ABOVE ADJACENT GRADE. SHAPE GRADE AT PULL BOXES AS NECESSARY TO DRAIN AWAY.
 5. PULLBOX COVERS SHALL BE SPRING LOADED AND WITH SAFETY CATCH.
 6. PROVIDE END BELL AT EACH CONDUIT OPENING AND CAP UNUSED CONDUITS.
 7. SAFETY GROUND TO BE CONNECTED TO METAL GROUNDING INSIDE PULL BOX.
 8. PULLBOXES TO BE ENGRAVED WITH NAME INDICATED ON THE PLANS.

2 FAA ELECTRICAL PULLBOX - SPRING LOADED
NTS

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CITY OF UKIAH
RUNWAY 15-33 PAVEMENT
REHABILITATION PHASE 2
UKIAH MUNICIPAL AIRPORT (UKI)
UKIAH, CALIFORNIA

ISSUED
SCHEDULE 2

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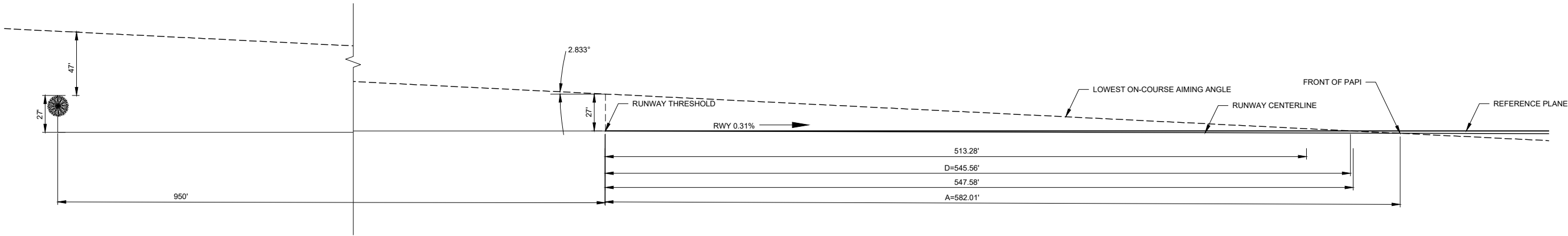
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DESIGNED BY: BWW
DRAWN BY: JML
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SHEET CONTENTS
SCH 2 GENERAL
ELECTRICAL DETAILS

SHEET NO.

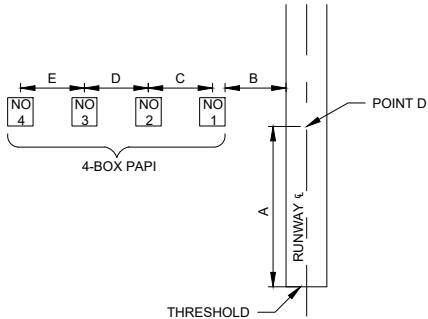
E-911

X:\2112200160246.01\TECHCADDRAWINGS\RWY 15-33 PAVEMENT REHABILITATION PHASE 2 (DESIGN)\REIL AND PAPI DETAILS.DWG
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PAPI SITING PROFILE
NTS

PAPI DATA - TABLE 1	
DESCRIPTION	RUNWAY END 15
TYPE	L-881 LED
STYLE	FAA PROVIDED PAPI
CLASS	
UNIT	
GLIDESLOPE ANGLE	3°
DIMENSION A	582.01'
DIMENSION B	50'
DIMENSION C	20'
DIMENSION D	20'
DIMENSION E	20'
THRESHOLD CROSSING HEIGHT	27'
RUNWAY STATION ϵ	15+82.01
RUNWAY ϵ ELEVATION (POINT D)	615.0
THRESHOLD ELEVATION	616.8
GROUND ELEVATION AT BOX NO. 1	613.7
GROUND ELEVATION AT BOX NO. 2	613.1
GROUND ELEVATION AT BOX NO. 3	612.2
GROUND ELEVATION AT BOX NO. 4	611.3
APERTURE ELEVATION BOX NO. 1	615.5
APERTURE ELEVATION BOX NO. 2	615.5
APERTURE ELEVATION BOX NO. 3	615.5
APERTURE ELEVATION BOX NO. 4	615.5
AIMING ANGLE BOX NO. 1	3° 30'
AIMING ANGLE BOX NO. 2	3° 10'
AIMING ANGLE BOX NO. 3	2° 50'
AIMING ANGLE BOX NO. 4	2° 30'



**PAPI LIGHT
UNIT LOCATIONS (PER TABLE 1)**
NTS

**Mead
& Hunt**

Mead and Hunt, Inc.
1360 19th Hole Drive,
Suite 200
Windsor, CA 95492
phone: 707-526-5010
meadhunt.com

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RUNWAY 15-33 PAVEMENT
REHABILITATION PHASE 2
UKIAH MUNICIPAL AIRPORT (UKI)
UKIAH, CALIFORNIA**

ISSUED

SCHEDULE 2

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SHEET CONTENTS

**PAPI - UNIT LIGHT
LOCATIONS**

SHEET NO.

E-912

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REHABILITATION PHASE 2
UKIAH MUNICIPAL AIRPORT (UKI)
UKIAH, CALIFORNIA

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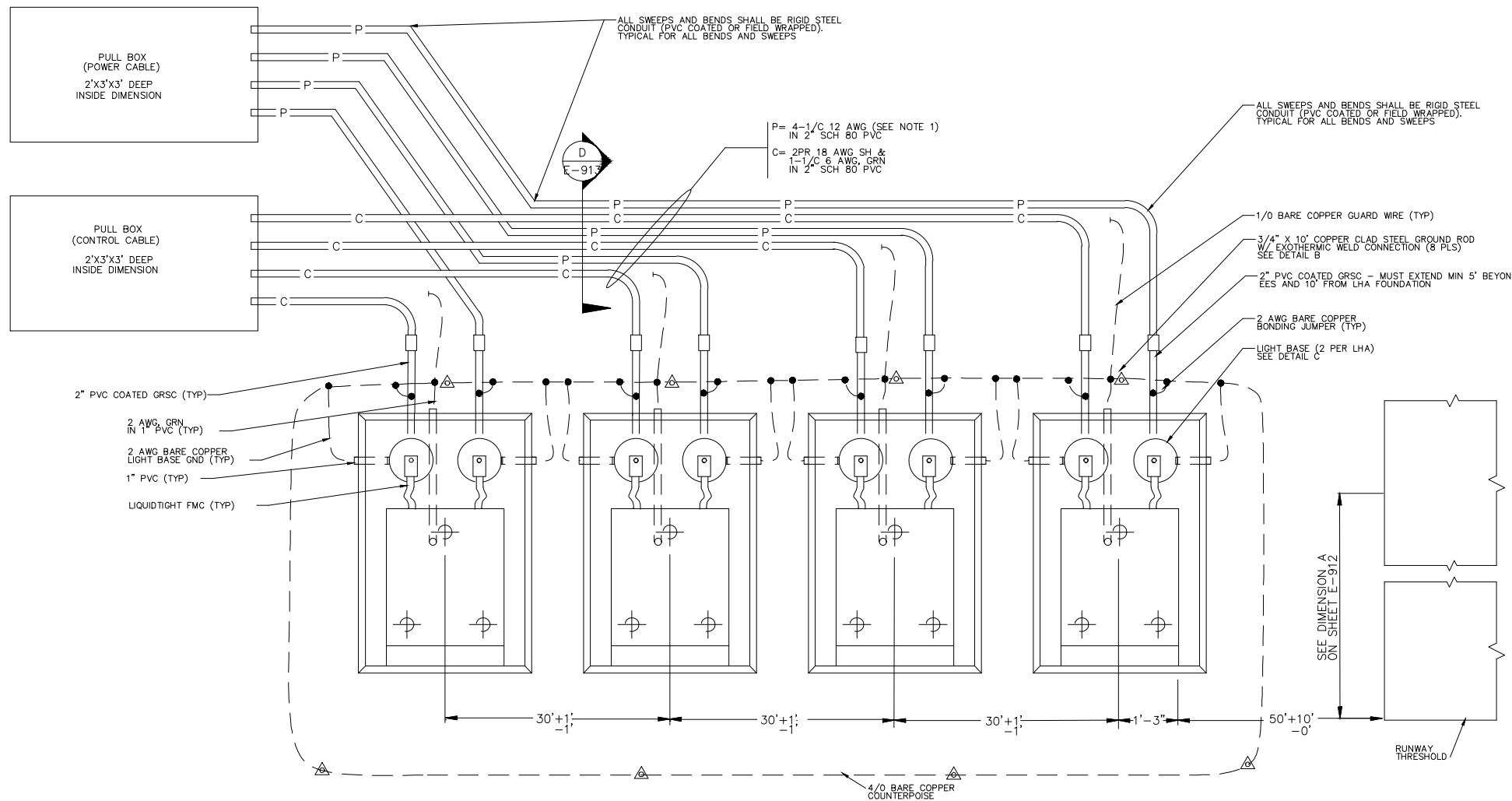
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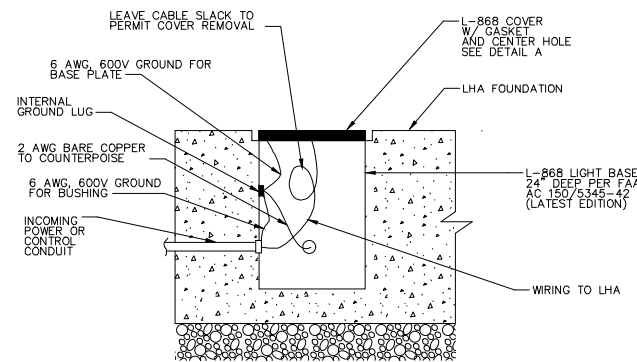
SHEET CONTENTS
PAPI - LIGHT HOUSING
ASSEMBLY LAYOUT

SHEET NO.

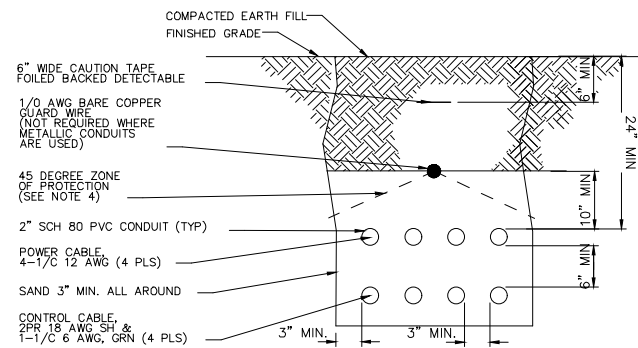
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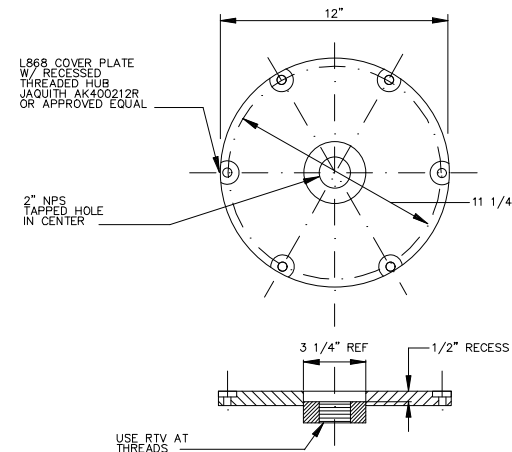
1 LIGHT HOUSING ASSEMBLY CONFIGURATION
NTS



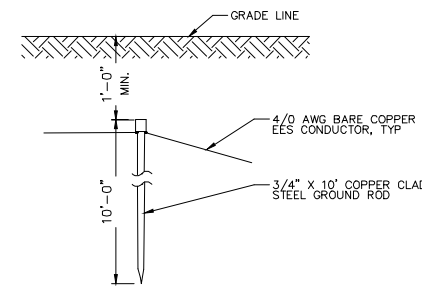
C LIGHT BASE DETAIL
NTS



D CABLE TRENCH SECTION
NTS



A LIGHT BASE COVER DETAIL
NTS



B TYPICAL GROUND ROD
INSTALLATION DETAIL
NTS

NOTES:

1. THE SIZE OF POWER CABLE FROM PCA TO LHA SHALL BE #12. THE LHAs ARE LOCATED A MAXIMUM OF 400' FROM THE PCA.
2. TRANSITION FROM PVC TO GRSC AT EACH LHA, MINIMUM 10' FROM FOUNDATION AND 5' FROM COUNTERPOISE.
3. COUNTERPOISE AROUND LHAs SHALL BE CONNECTED TO COUNTERPOISE AT PCA RACK USING 1/0 BARE COPPER GUARD WIRE. GUARD WIRE MUST CONTINUE OVER POWER AND CONTROL CONDUIT TO BEHIND EACH LHA WHERE IT TERMINATES TO THE EES.
4. FOR CONDUIT TRENCHES WIDER THAN 36\", A SECOND GUARD WIRE MUST BE USED.

GENERAL NOTE:

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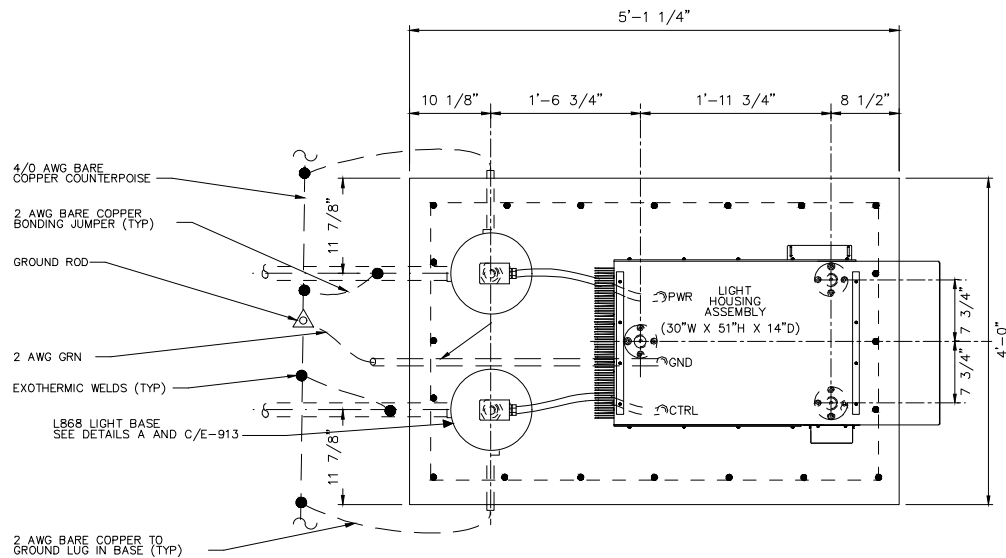
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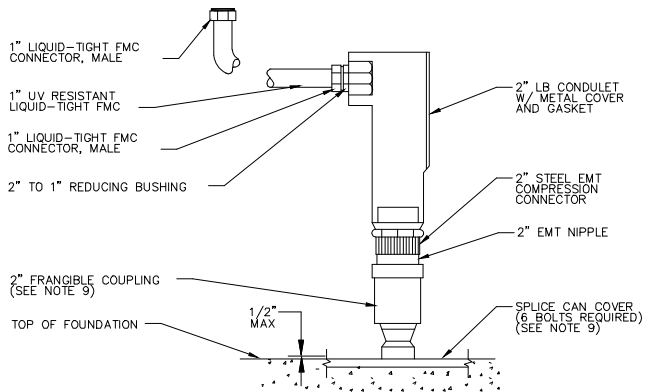
SHEET CONTENTS
PAPI - LHA MOUNTING
PLANS, SECTIONS,
AND FOUNDATION
DETAIL

SHEET NO.

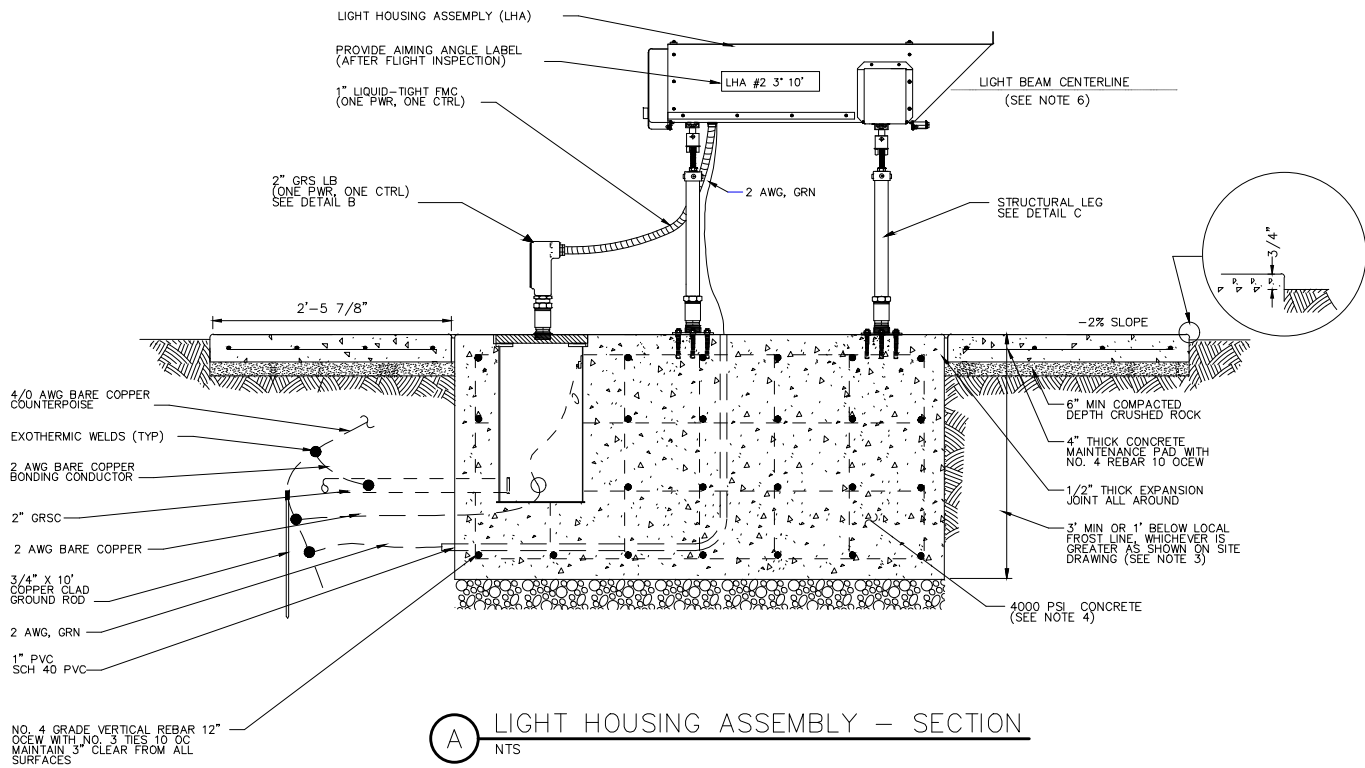
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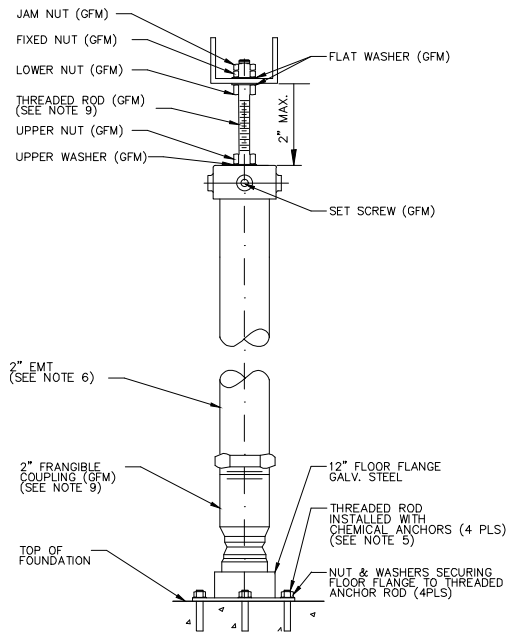
1 LIGHT HOUSING ASSEMBLY - PLAN
NTS



B POWER AND COMM CONDUIT ASSEMBLY
NTS



A LIGHT HOUSING ASSEMBLY - SECTION
NTS



C STRUCTURAL LEG DETAIL
NTS

NOTES:

1. SOIL BEARING CAPACITY MUST BE A MINIMUM OF 3,000 PSI OR AS LOCAL SOIL CONDITIONS DICTATE.
2. CONCRETE FOUNDATIONS SHALL HAVE THEIR VERTICAL SURFACES SMOOTH SO AS TO BE RESISTANT TO FROST HEAVES.
3. FOUNDATION DEPTH SHALL BE AS SHOWN ON THE DRAWINGS EXCEPT IN LOCATIONS WHERE THERE IS A FIRM BEDROCK LESS THAN THIS DEPTH. THE BOTTOM OF ALL EXCAVATIONS SHALL BE FREE OF WATER AND LOOSE EARTH.
4. CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE CURRENT ISSUE OF AC-318: BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE. CONCRETE TO DEVELOP MIN. STRENGTH OF 4000 PSI IN 28 DAYS WITH MAX SLUMP OF 3 INCHES AND MAX AGGREGATE SIZE 3/4 INCH. THE CONCRETE MIX SHALL CONTAIN ADMIXTURES OF POZZOLANIC MATERIAL AND AN AIR ENTRAINING AGENT CONFORMING TO ASTM C-494 AND ASTM C-260. RESPECTIVELY, THE CONCRETE SHALL BE CURED BY KEEPING IT WET FOR AT LEAST 7 DAYS. THE CONCRETE SHALL BE PROTECTED FROM FREEZING FOR AT LEAST 7 DAYS AFTER PLACING.
5. DRILL HOLES AND INSTALL EPOXY ANCHORS HILTI #HY200 OR APPROVED EQUAL.
6. 2" EMT SHALL BE CUT TO LENGTH SO THAT THE BEAM CENTERS OF ALL LIGHT UNITS ARE WITHIN 1 INCH OF A HORIZONTAL PLANE AT THE ELEVATION SPECIFIED IN THE DRAWING PACKAGE.
7. FOUNDATION STRUCTURE AND LIGHT BASE (CAN) LAYOUT CAN BE MODIFIED AS DICTATED BY LOCAL CONDITIONS AND FAA ENGINEER.
8. WHERE REQUIRED AT PAPI FOUNDATIONS, FILL SHALL BE PLACED IN LAYERS NOT EXCEEDING 6 INCHES. EACH LAYER SHALL BE THOROUGHLY COMPACTED TO 95% OF MAX DENSITY AT OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH AASHTO-199.
9. TO PREVENT SEIZURE, ADD ANTI-SEIZE COMPOUND, NSN# 8030-00-251-3980, JET-LUBE 550 OR EQUAL.
10. GROUNDING BUSHINGS SHALL BE USED ON ALL CONDUITS ENTERING THE LHA.
11. LOCATION OF SPLICE CANS AT LHA MAY BE RELOCATED TO REMOVE TRIPPING HAZARD IN SNOW/ICE ENVIRONMENT.
12. FRANGIBLE CONNECTIONS MUST BE USED TO MOUNT NAVIGATIONAL AID EQUIPMENT TO FOUNDATIONS LOCATED INSIDE THE RUNWAY SAFETY AREA. FRANGIBLE CONNECTIONS MAY BE USED TO MOUNT NAVIGATIONAL AID EQUIPMENT TO FOUNDATIONS OUTSIDE THE RUNWAY SAFETY AREA IF THE DECISION TO DO SO IS SUPPORTED BY THE SPECIFIC SITE CONDITIONS AND SOUND ENGINEERING JUDGEMENT.
13. ALL UNDERGROUND GROUNDING CONNECTIONS SHALL BE EXOTHERMIC WELDED IAW FAA-STD-019 REQUIREMENTS.
14. BEFORE BOTH REILS AND PAPI SYSTEM ARE IN SERVICE A FLIGHT CHECK WILL BE REQUIRED. COORDINATE THE REQUIRED FLIGHT CHECK WITH THE NORTH BAY FAA OFFICE. PLAN AHEAD SINCE FLIGHTS CHECKS ARE LONG LEAD.

GENERAL NOTE:

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CITY OF UKIAH
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REHABILITATION PHASE 2
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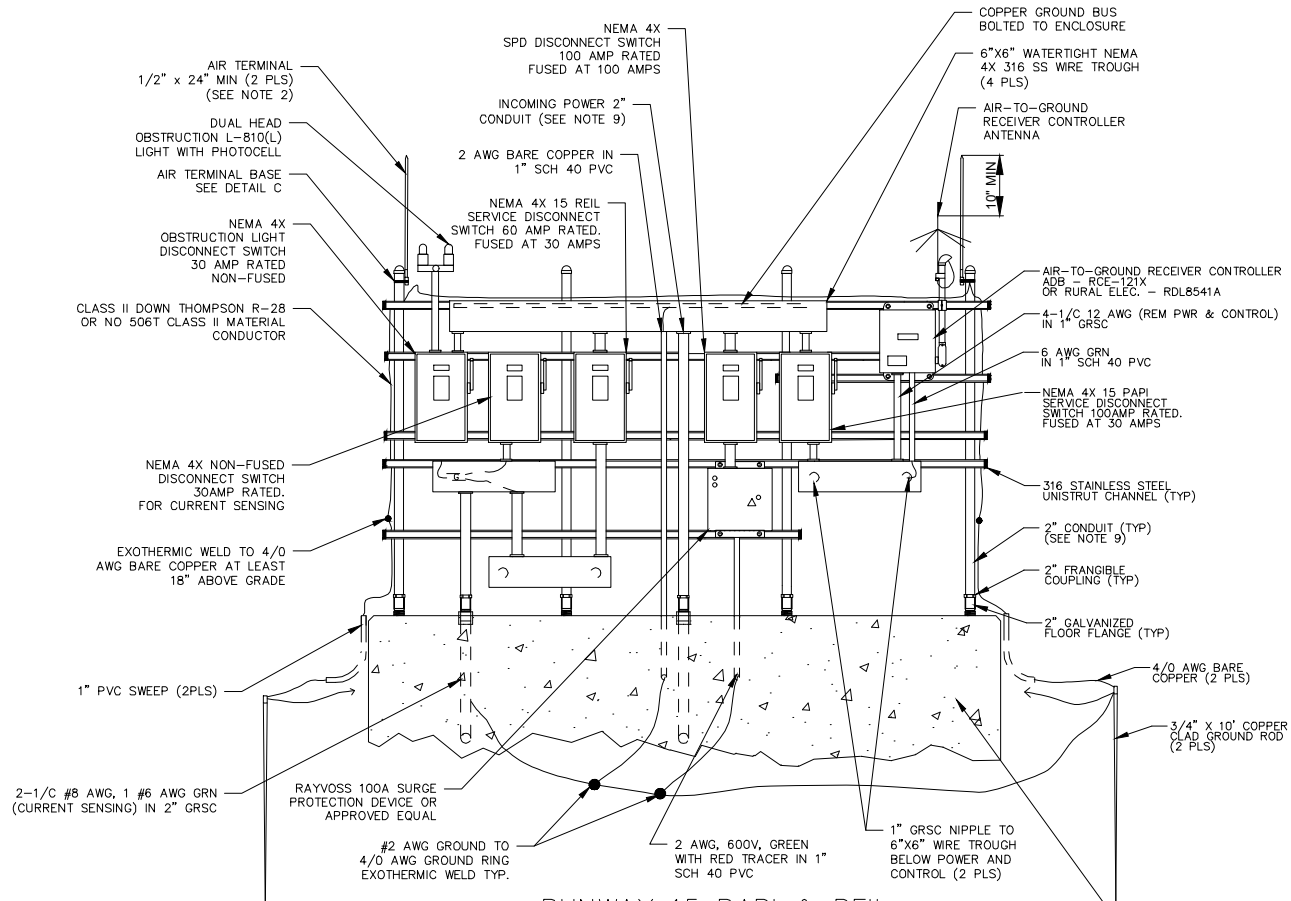
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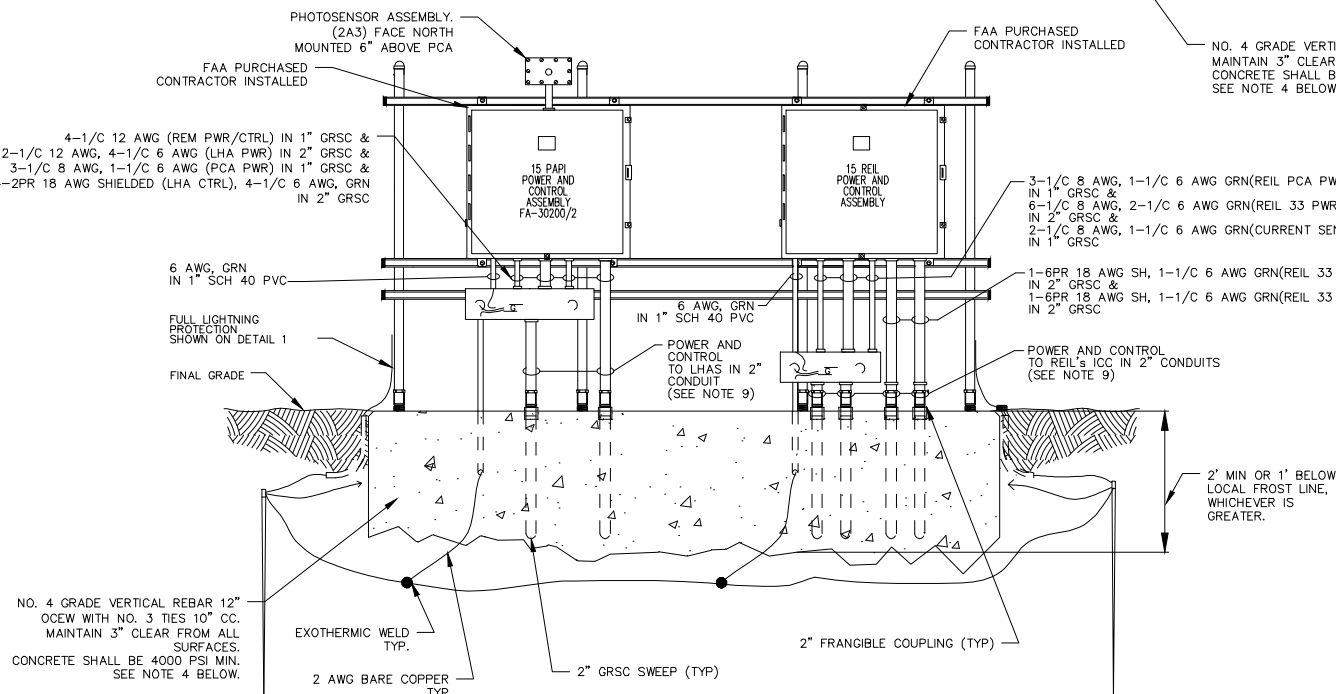
SHEET CONTENTS
RWY 15 PAPI
EQUIPMENT RACK
INSTALLATION

SHEET NO.

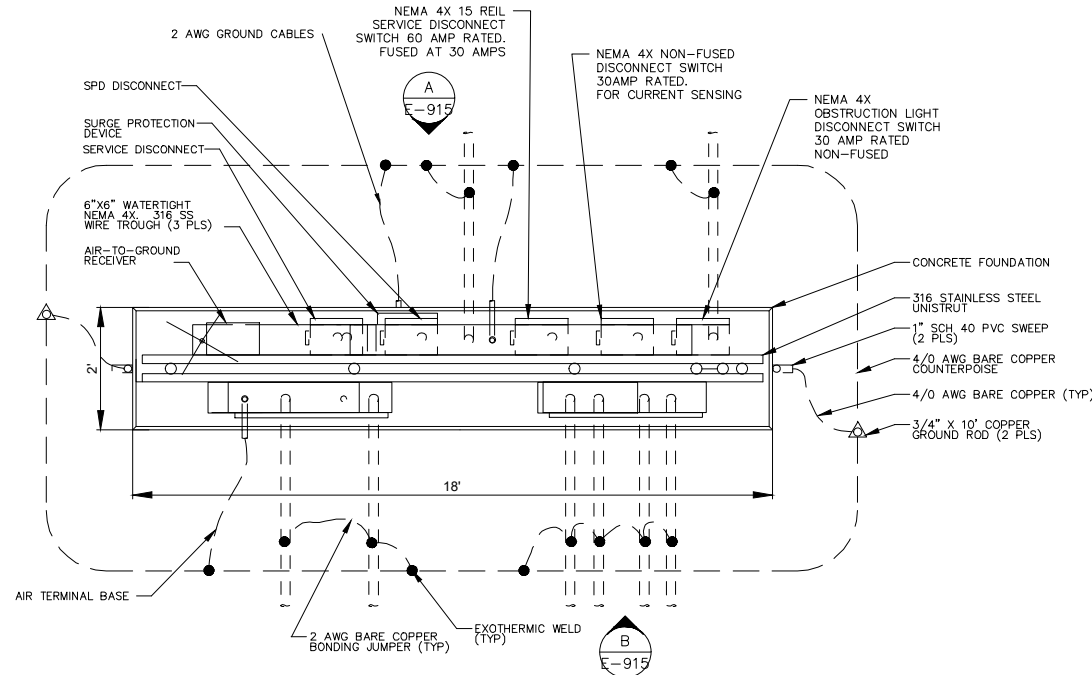
E-915



Runway 15 PAPI & Reil
Power and Control Assembly Elevation



Runway 15 PAPI & Reil
Power and Control Assembly Elevation Backside



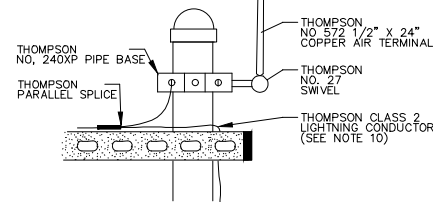
Runway 15 PAPI & Reil
Power and Control Assembly Plan View

NOTES:

- SOIL BEARING CAPACITY MUST BE A MINIMUM OF 3,000 PSI OR AS LOCAL SOIL CONDITIONS DICTATE.
- CONCRETE FOUNDATIONS SHALL HAVE THEIR VERTICAL SURFACES SMOOTH SO AS TO BE RESISTANT TO FROST HEAVES.
- FOUNDATION DEPTH SHALL BE AS SHOWN ON THE DRAWINGS EXCEPT IN LOCATIONS WHERE THERE IS A FIRM BEDROCK LESS THAN THIS DEPTH. THE BOTTOM OF ALL EXCAVATIONS SHALL BE FREE OF WATER AND LOOSE EARTH.
- CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE CURRENT ISSUE OF ACI-318: BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE. CONCRETE TO DEVELOP MIN. STRENGTH OF 4000 PSI IN 28 DAYS WITH MAX SLUMP OF 3 INCHES AND MAX AGGREGATE SIZE 3/4 INCH. THE CONCRETE MIX SHALL CONTAIN ADMIXTURES OF POZZOLANIC MATERIAL AND AN AIR ENTRAINING AGENT CONFORMING TO ASTM C-494 AND ASTM C-260 RESPECTIVELY. THE CONCRETE SHALL BE CURED BY KEEPING IT WET FOR AT LEAST 5 DAYS. THE CONCRETE SHALL BE PROTECTED FROM FREEZING FOR AT LEAST 7 DAYS AFTER PLACING.
- DRILL HOLES AND INSTALL EPOXY ANCHORS HILTI #HY200 OR APPROVED.
- FOUNDATION STRUCTURE LAYOUT CAN BE MODIFIED AS DICTATED BY LOCAL CONDITIONS AND FAA ENGINEER.
- WHERE REQUIRED AT FOUNDATIONS, FILL SHALL BE PLACED IN LAYERS NOT EXCEEDING 6 INCHES. EACH LAYER SHALL BE THOROUGHLY COMPACTED TO 95% OF MAX DENSITY AT OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH AASHTO-T99.
- TO PREVENT SEIZURE, ADD ANTI-SEIZE COMPOUND, NSN# 8030-00-3980, JET-LUBE 550 OR EQUAL.
- GROUNDING BUSHINGS SHALL BE USED ON ALL CONDUITS ENTERING THE PCA.
- FRANGIBLE CONNECTIONS MUST BE USED TO MOUNT NAVIGATIONAL AID EQUIPMENT TO FOUNDATIONS LOCATED INSIDE THE RUNWAY SAFETY AREA. FRANGIBLE CONNECTIONS MAY BE USED TO MOUNT NAVIGATIONAL AID EQUIPMENT TO FOUNDATIONS OUTSIDE THE RUNWAY SAFETY AREA IF THE DECISION TO DO SO IS SUPPORTED BY THE SPECIFIC SITE CONDITIONS AND SOUND ENGINEERING JUDGEMENT.
- CONCRETE SHALL BE CHAMFERED, BRUSHED AND GRADED FOR DRAINAGE. CONCRETE SHALL MEET OR EXCEED A 28-DAY COMPRESSIVE STRENGTH OF 4,000 PSI.

NOTES:

- DUCT SEAL ALL CONDUITS COMING FROM UNDERGROUND AND CONDUITS ENTERING THE INTERIOR OF A SHELTER FROM THE EXTERIOR.
- AIR TERMINALS MUST EXTEND AT LEAST 10" ABOVE THE EQUIPMENT AND ANTENNAS BEING PROTECTED.
- ALL CONDUITS ENTERING ENCLOSURES SHALL HAVE INSULATED GROUND BUSHINGS.
- NOT USED.
- USE STAINLESS STEEL, WATER RESISTANT HUBS WHERE RIGID CONDUITS PENETRATE ENCLOSURES. HUBS SHALL HAVE CAPTIVE O-RING GASKETS TO ASSURE POSITIVE WATER AND DUST TIGHT INSTALLATIONS. HUBS SHALL HAVE GROUNDING SCREW ON LOCKNUT.
- USE APPROPRIATE SIZED CONDUIT FOR POWER CABLES FROM WIREWAY TO FOUNDATION SWEEPS.
- THE RACK SHOWN REPRESENTS A TYPICAL EQUIPMENT CONFIGURATION, LAYOUT MAY BE MODIFIED AT THE DISCRETION OF THE PROJECT ENGINEER.
- FUSED DISCONNECT SWITCHES SHALL BE HEAVY DUTY, 120/240V, 1 PHASE, 3 WIRE IN NEMA 4X, 316 STAINLESS STEEL ENCLOSURES.
- CONDUITS FROM FOUNDATION TO RACK SHALL BE GALVANIZED RIGID STEEL ABOVE GRADE IF FRANGIBLE COUPLINGS ARE NOT REQUIRED. IF USING FRANGIBLE COUPLINGS CONDUITS SHALL BE EMT OR GRSC. ONLY USE FRANGIBLE COUPLINGS DESIGNED FOR THE TYPE OF CONDUIT SELECTED. ALL CONDUITS UNDERGROUND SHALL BE PVC COATED GALVANIZED RIGID STEEL.
- USE MOUNTING HARDWARE AND CONDUCTOR SHOWN OR APPROVED EQUAL LISTED FOR LIGHTNING PROTECTION.



AIR TERMINAL
NTS

GENERAL NOTE:

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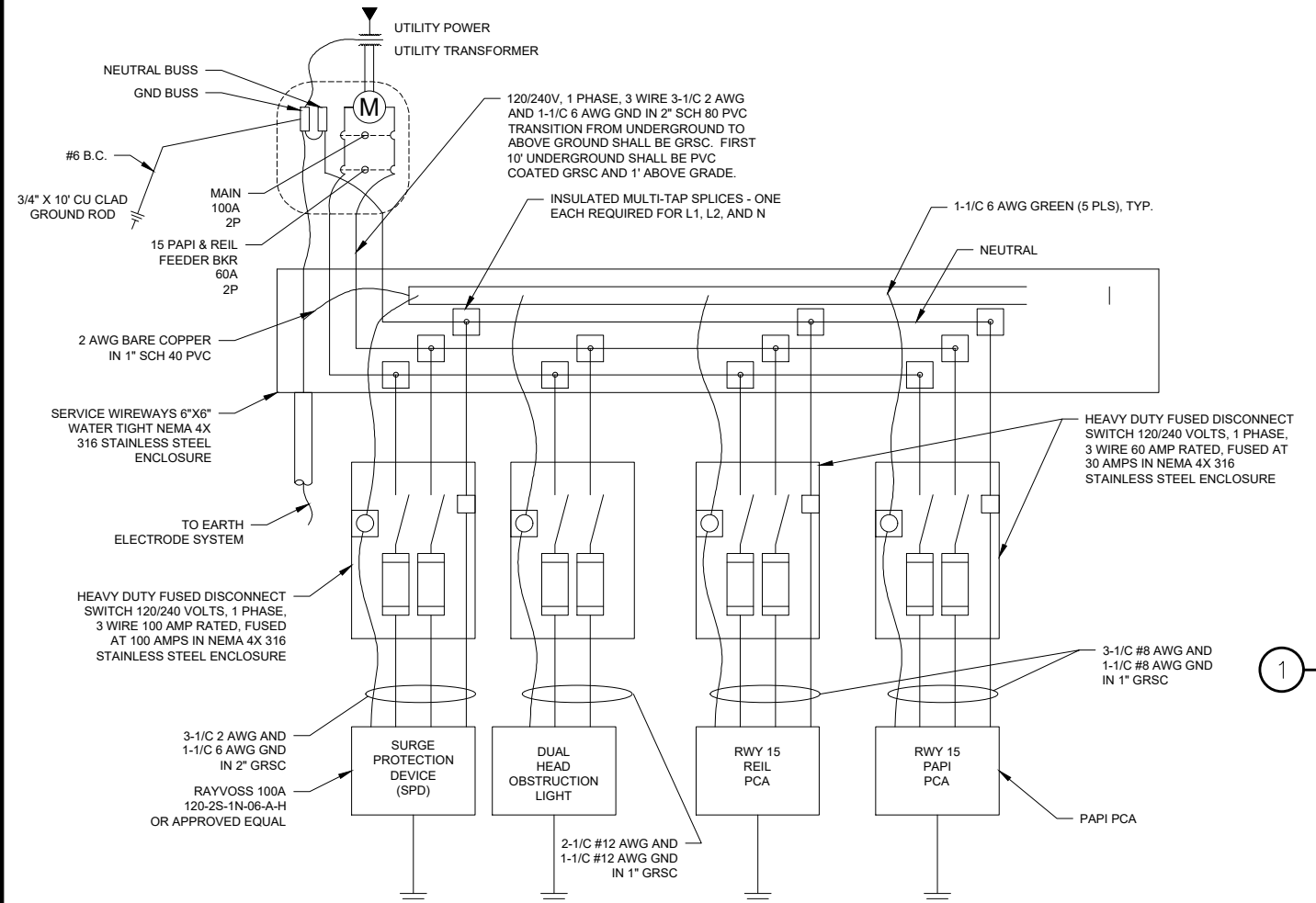
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SHEET CONTENTS
PAPI - PCA_LHA
WIRING DIAGRAM AND
DETAILS

SHEET NO.

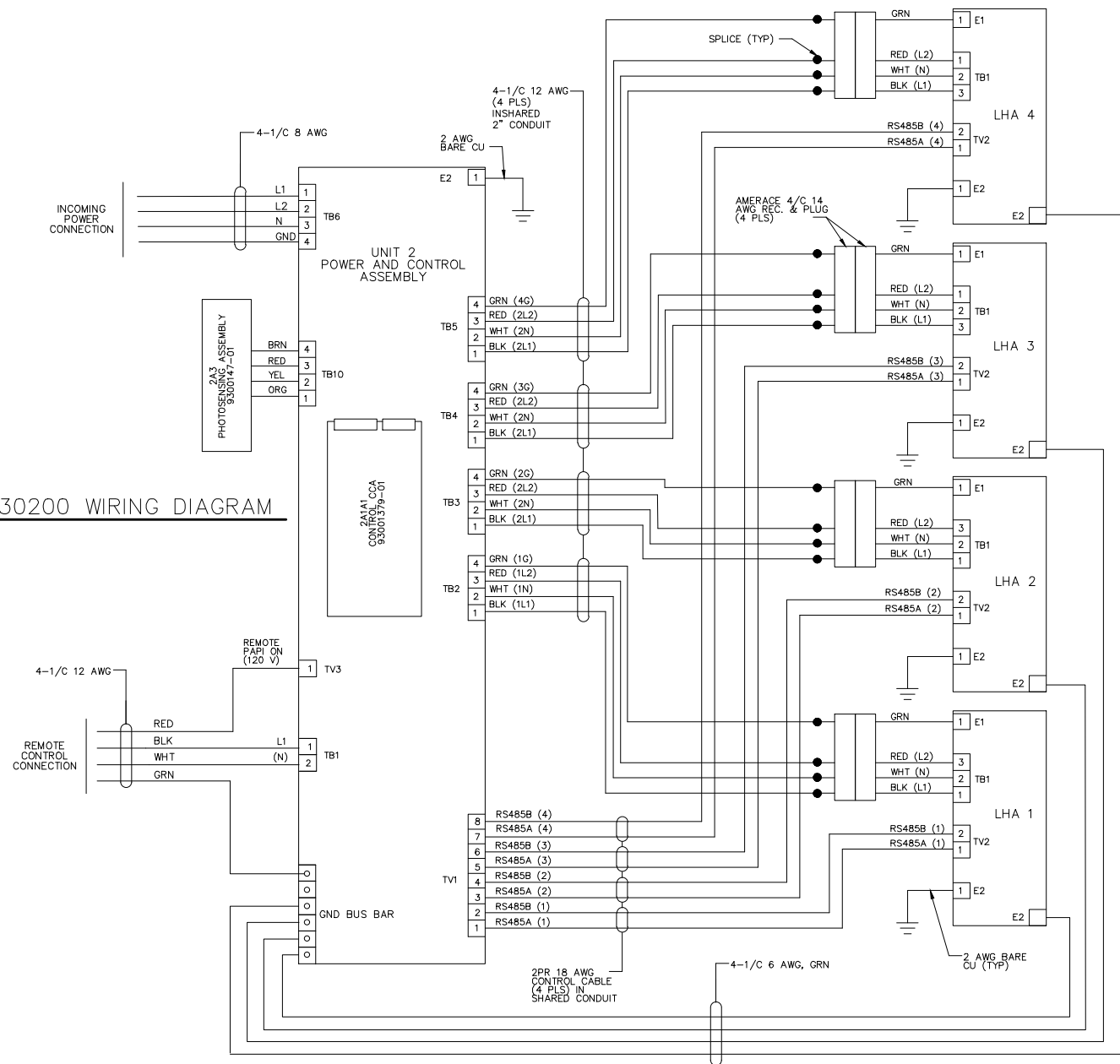
E-916



**120/240V SERVICE 15 PAPI & REIL
ELECTRICAL POWER SERVICE**

NOTES:
1. CURRENT SENSING DISCONNECT NOT SHOWN. ONLY SHOWING POWER THAT IS FED OFF THE MAIN SERVICE SQUARE DUCT. ALL OTHER DEVICES AND EQUIPMENT ARE NOT SHOWN. SEE E-915 FOR ELEVATION PLAN.

1 FA-30200 WIRING DIAGRAM

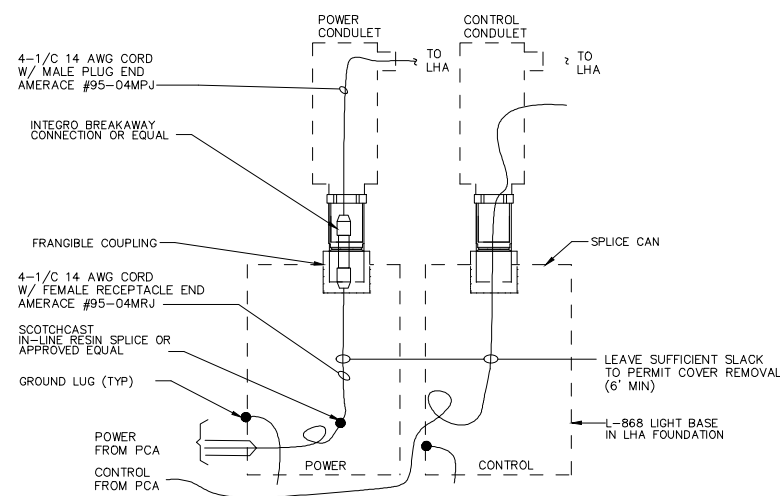


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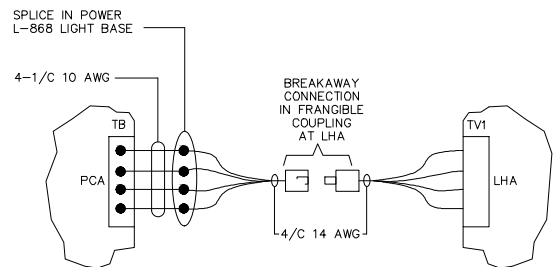
1. SITE CONDITIONS MAY REQUIRE LARGER POWER CONDUCTORS. REFER TO NOTE 1/E-913.
2. POWER WIRES INSTALLED BELOW GRADE SHALL BE XHHW OR XHHW-2. POWER WIRES ABOVE GRADE SHALL BE THWN OR THWN-2.
3. A 1/0 BARE COPPER STRANDED GUARD WIRE SHALL BE PROVIDED FOR ALL BURIED CABLES AND CONDUCTORS NOT ROUTED IN FERROUS CONDUIT.
4. SURGE PROTECTIVE DEVICE (SPD) SHALL CONFORM TO THE REQUIREMENTS OF FAA-STD-019 (LATEST VERSION). SPD MAY BE CONNECTED PARALLEL OR IN SERIES.
5. USE NEMA 4X, 316 STAINLESS STEEL TRANSFORMERS, DISCONNECT SWITCHES, SURGE PROTECTION DEVICES, ENCLOSURES, MOUNTING RAILS, AND HARDWARE.
6. LED PAPI SYSTEM MAX DRAW 6.25 AMPS + 15 AMP GFI OUTLET
7. EACH LHA MAX DRAW 1.25 AMPS FOR VOLTAGE DROP CALCULATIONS

GENERAL NOTE:

1. FAA FILES PROVIDED TO M&H. FAA STANDARD DRAWINGS.



**L868 BASE AND POWER/CONTROL
CONDULET WIRING DETAIL**



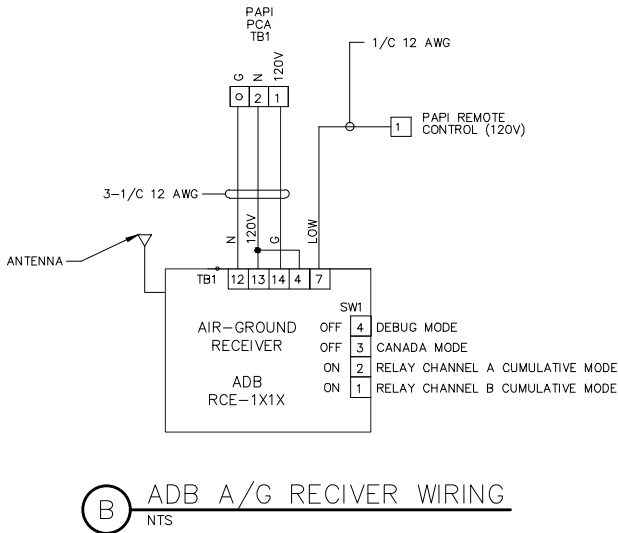
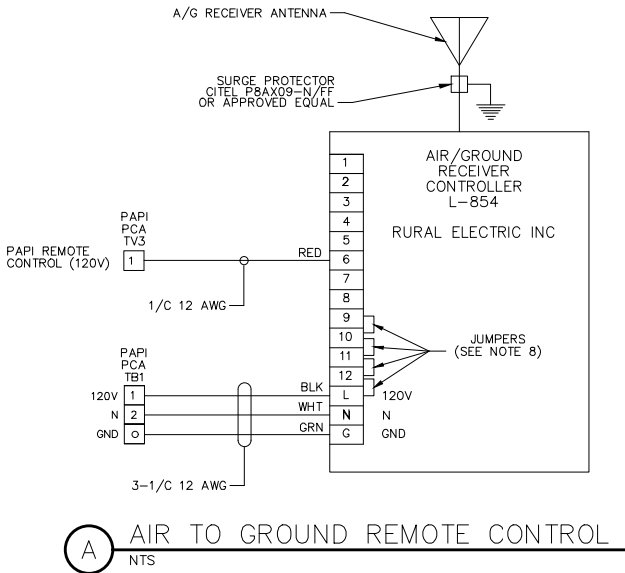
DETAIL PCA TO LHA WIRING

NOTES:

1. ALL WIRING SHALL MEET LATEST EDITION OF NFPA 70, THE NATIONAL ELECTRIC CODE (NEC), AND FAA STD-019, LIGHTNING AND SURGE PROTECTION, GROUNDING, BONDING AND SHIELDING REQUIREMENTS FOR FACILITIES AND ELECTRONIC EQUIPMENT.
2. AIR TERMINALS MUST EXTEND AT LEAST 10" ABOVE THE ANTENNA OR ANTENNAS BEING PROTECTED.
3. UNDERGROUND CONDUCTORS SHALL BE RATED XHHW OR XHHW-2. ABOVE GROUND CONDUCTORS SHALL BE THWN OR THWN-2.
4. ALL CONDUCTORS 6 AWG AND SMALLER ARE COLORED AS INDICATED. CONTROL CONNECTORS BETWEEN DECODER AND INTERFACE MAY BE BLACK TRACED WITH COLORED TAPE.
5. GROUND TERMINATIONS SHOWN ARE DIAGRAMMATIC ONLY; MULTIPLE GROUNDING CONDUCTORS SHALL NOT BE TERMINATED IN SINGLE CONDUCTOR GROUND LUGS. INSTALL ADDITIONAL GROUND LUGS OR BARS IN PCA AND LHAS AS REQUIRED. CONNECT NEW LUGS/BARS TO EXISTING GROUND LUG WITH 6 AWG GREEN WIRE.
6. ALL UNUSED CONDUCTORS SHALL BE GROUNDED AT ONE END ONLY AT THE PCA. ALL CABLE SHIELDS SHALL BE GROUNDED AT ONE END ONLY AT THE PCA.
7. RURAL ELECTRIC A/G RECEIVER SHALL BE USED FOR NEW INSTALLATIONS. DETAILS FOR CONTROL INDUSTRIES AND ADB RECIEVERS ARE PROVIDED FOR UPGRADE PROJECTS THAT REUSE REMOTE CONTROL EQUIPMENT.
8. FOR RURAL ELECTRIC A/G RECEIVER, FACTORY PROVIDED JUMPERS TO BE FIELD INSTALLED. CONTROL SWITCH SHALL BE SET TO PARALLEL.
9. FOR ADB A/G RECEIVER, SWITCH SETTINGS TO BE SET AS SHOWN IN DETAIL B.
10. DUCT SEAL ALL CONDUITS COMING FROM UNDERGROUND AND CONDUITS ENTERING THE INTERIOR OF A SHELTER FROM THE EXTERIOR.

A/G ONLY NOTES:

1. IF A ADB A/G RECEIVER IS USED SEE DETAIL B.



GENERAL NOTE:

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SHEET CONTENTS

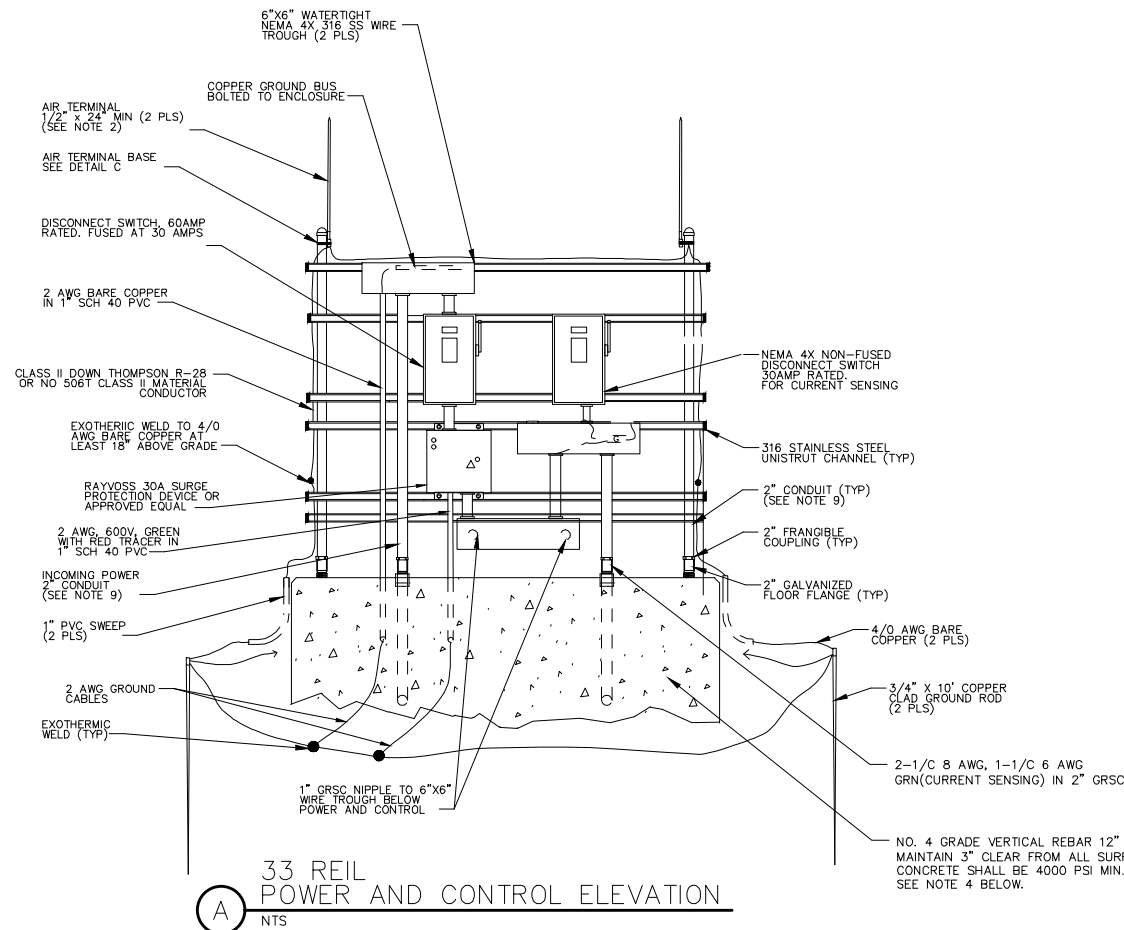
REIL - WIRING
DIAGRAM

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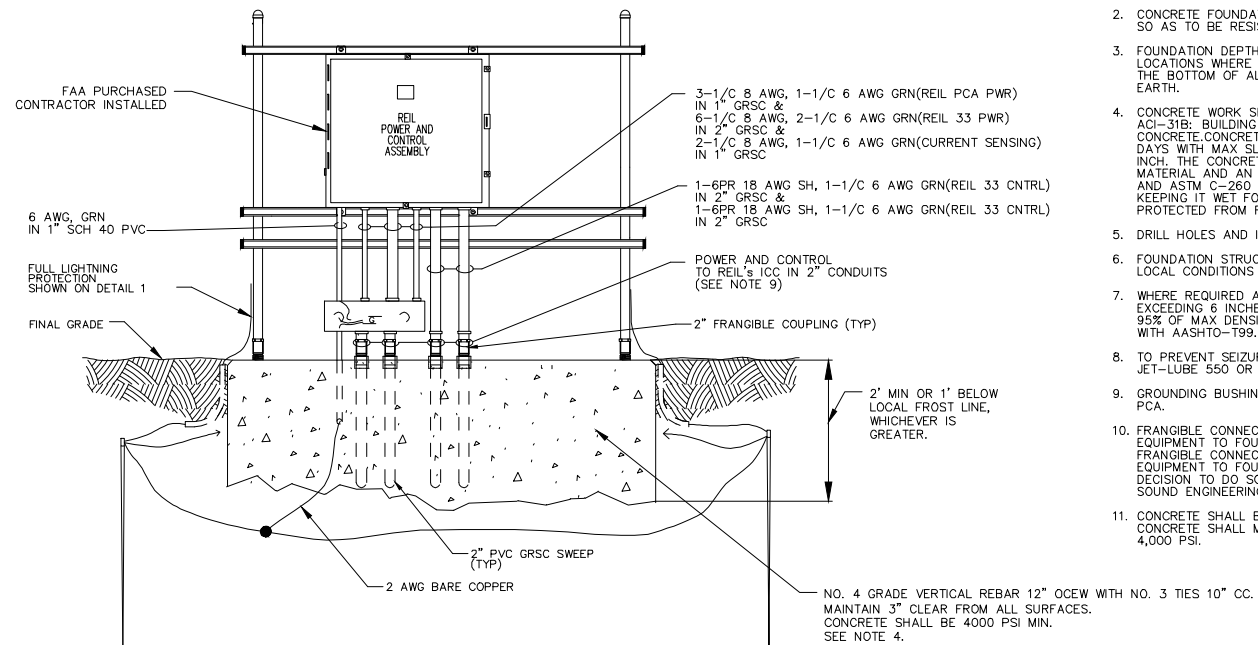
E-918
Page 696 of 1299



1. FAA FILES PROVIDED TO M&H. FAA STANDARD DRAWINGS.
2. THIS IS ONE METHOD OF WIRING THE REIL'S. CONTRACTOR SHALL RECEIVE WIRING DIAGRAM FROM MANUFACTURER



33 REIL
POWER AND CONTROL ELEVATION
A
NTS



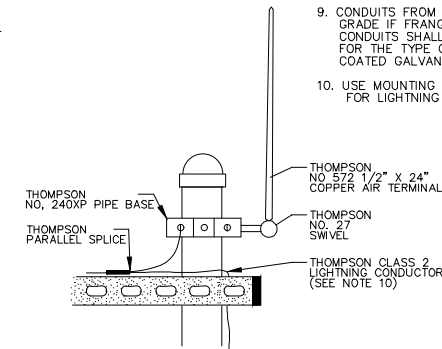
33 REIL
POWER AND CONTROL ASSEMBLY ELEVATION BACKSIDE
B
NTS

NOTES:

1. SOIL BEARING CAPACITY MUST BE A MINIMUM OF 3,000 PSI OR AS LOCAL SOIL CONDITIONS DICTATE.
2. CONCRETE FOUNDATIONS SHALL HAVE THEIR VERTICAL SURFACES SMOOTH SO AS TO BE RESISTANT TO FROST HEAVES.
3. FOUNDATION DEPTH SHALL BE AS SHOWN ON THE DRAWINGS EXCEPT IN LOCATIONS WHERE THERE IS A FIRM BEDROCK LESS THAN THIS DEPTH. THE BOTTOM OF ALL EXCAVATIONS SHALL BE FREE OF WATER AND LOOSE EARTH.
4. CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE CURRENT ISSUE OF ACI-318: BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE. CONCRETE TO DEVELOP MIN. STRENGTH OF 4000 PSI IN 28 DAYS WITH MAX SLUMP OF 3 INCHES AND MAX AGGREGATE SIZE 3/4 INCH. THE CONCRETE MIX SHALL CONTAIN ADMIXTURES OF POZZOLANIC MATERIAL AND AN AIR ENTRAINING AGENT CONFORMING TO ASTM C-494 AND ASTM C-260 RESPECTIVELY. THE CONCRETE SHALL BE CURED BY KEEPING IT WET FOR AT LEAST 5 DAYS. THE CONCRETE SHALL BE PROTECTED FROM FREEZING FOR AT LEAST 7 DAYS AFTER PLACING.
5. DRILL HOLES AND INSTALL EPOXY ANCHORS HILTI #HY200 OR APPROVED.
6. FOUNDATION STRUCTURE LAYOUT CAN BE MODIFIED AS DICTATED BY LOCAL CONDITIONS AND FAA ENGINEER.
7. WHERE REQUIRED AT FOUNDATIONS, FILL SHALL BE PLACED IN LAYERS NOT EXCEEDING 6 INCHES. EACH LAYER SHALL BE THOROUGHLY COMPACTED TO 95% OF MAX DENSITY AT OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH AASHTO-T99.
8. TO PREVENT SEIZURE, ADD ANTI-SEIZE COMPOUND, NSN# 8030-00-3980, JET-LUBE 550 OR EQUAL.
9. GROUNDING BUSHINGS SHALL BE USED ON ALL CONDUITS ENTERING THE PCA.
10. FRANGIBLE CONNECTIONS MUST BE USED TO MOUNT NAVIGATIONAL AID EQUIPMENT TO FOUNDATIONS LOCATED INSIDE THE RUNWAY SAFETY AREA. FRANGIBLE CONNECTIONS MAY BE USED TO MOUNT NAVIGATIONAL AID EQUIPMENT TO FOUNDATIONS OUTSIDE THE RUNWAY SAFETY AREA IF THE DECISION TO DO SO IS SUPPORTED BY THE SPECIFIC SITE CONDITIONS AND SOUND ENGINEERING JUDGEMENT.
11. CONCRETE SHALL BE CHAMFERED, BRUSHED AND GRADED FOR DRAINAGE. CONCRETE SHALL MEET OR EXCEED A 28-DAY COMPRESSIVE STRENGTH OF 4,000 PSI.

NOTES:

1. DUCT SEAL ALL CONDUITS COMING FROM UNDERGROUND AND CONDUITS ENTERING THE INTERIOR OF A SHELTER FROM THE EXTERIOR.
2. AIR TERMINALS MUST EXTEND AT LEAST 10" ABOVE THE EQUIPMENT AND ANTENNAS BEING PROTECTED.
3. ALL CONDUITS ENTERING ENCLOSURES SHALL HAVE INSULATED GROUND BUSHINGS.
4. NOT USED.
5. USE STAINLESS STEEL, WATER RESISTANT HUBS WHERE RIGID CONDUITS PENETRATE ENCLOSURES. HUBS SHALL HAVE CAPTIVE O-RING GASKETS TO ASSURE POSITIVE WATER AND DUST TIGHT INSTALLATIONS. HUBS SHALL HAVE GROUNDING SCREW ON LOCKNUT.
6. USE APPROPRIATE SIZED CONDUIT FOR POWER CABLES FROM WIREWAY TO FOUNDATION SWEEPS.
7. THE RACK SHOWN REPRESENTS A TYPICAL EQUIPMENT CONFIGURATION, LAYOUT MAY BE MODIFIED AT THE DISCRETION OF THE PROJECT ENGINEER.
8. FUSED DISCONNECT SWITCHES SHALL BE HEAVY DUTY, 120/240V, 1 PHASE, 3 WIRE IN NEMA 4X, 316 STAINLESS STEEL ENCLOSURES.
9. CONDUITS FROM FOUNDATION TO RACK SHALL BE GALVANIZED RIGID STEEL ABOVE GRADE IF FRANGIBLE COUPLINGS ARE NOT REQUIRED. IF USING FRANGIBLE COUPLINGS CONDUITS SHALL BE EMT OR GRSC. ONLY USE FRANGIBLE COUPLINGS DESIGNED FOR THE TYPE OF CONDUIT SELECTED. ALL CONDUITS UNDERGROUND SHALL BE PVC COATED GALVANIZED RIGID STEEL.
10. USE MOUNTING HARDWARE AND CONDUCTOR SHOWN OR APPROVED EQUAL LISTED FOR LIGHTNING PROTECTION.



AIR TERMINAL
C
NTS

GENERAL NOTE:

FAA FILES PROVIDED TO M&H. FAA STANDARD DRAWINGS.

ISSUED

100% SUBMITTAL
NOT FOR CONSTRUCTION

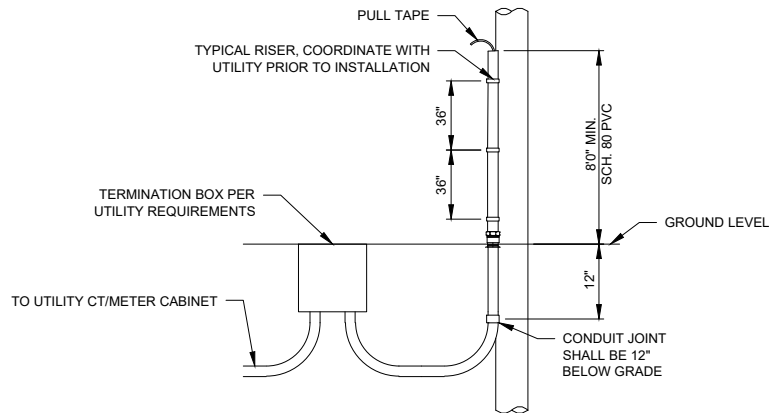
M&H NO.: 2112200-192335.01
DATE: NOVEMBER 2021
DESIGNED BY: BWW
DRAWN BY: JML
CHECKED BY: CMH
DO NOT SCALE DRAWINGS

SHEET CONTENTS
REIL - EQUIPMENT
RACK INSTALLATION

SHEET NO.

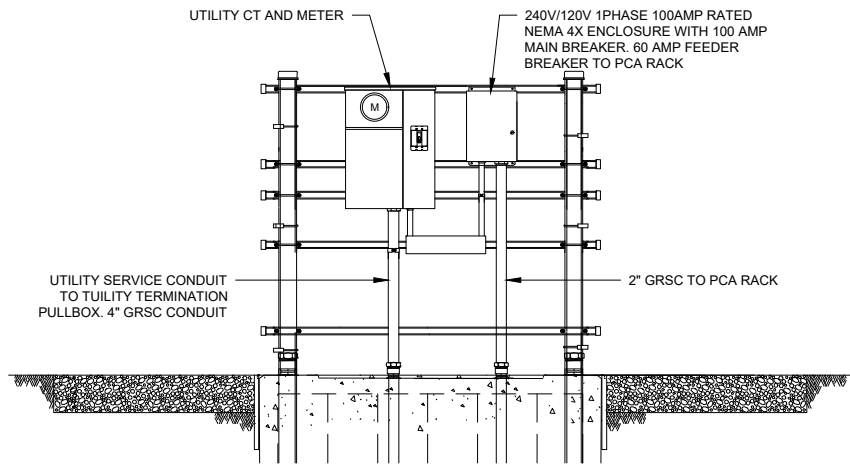
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11/12/2021 12:06:38 PM



- NOTES:
1. CONCRETE ENCASEMENT MAY BE REQUIRED ON ELBOWS.
 2. CONDUIT COVER FROM FINAL GRADE WILL BE DEPENDENT ON CONDUIT SIZE.
 3. IF POLE IS NOT INSTALLED, STOP CONDUIT APPROXIMATELY 5' FROM PROPOSED POLE LOCATION.
 4. COORDINATE INSTALLATION FROM RISER TO SERVICE DISCONNECT WITH UTILITY INSPECTOR.
 5. INSTALLATION FROM RISER TO SERVICE DISCONNECT TO MEET ALL UTILITY REQUIREMENTS.

2 UTILITY TERMINATION BOX AND RISER DETAIL
NTS



1 15 PAPI/REIL
REIL UTILITY POWER AND CONTROL RACK
NTS

These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and hold harmless and released from all claims, damages, liabilities, losses, and expenses, including attorneys' fees and costs, arising out of such misuse or reuse of the documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

**CITY OF UKIAH
RUNWAY 15-33 PAVEMENT
REHABILITATION PHASE 2
UKIAH MUNICIPAL AIRPORT (UKI)
UKIAH, CALIFORNIA**

ISSUED

100% SUBMITTAL
NOT FOR CONSTRUCTION

M&H NO.: 2112200-192335.01
DATE: NOVEMBER 2021
DESIGNED BY: BWW
DRAWN BY: JTH
CHECKED BY: CMH
DO NOT SCALE DRAWINGS

SHEET CONTENTS
15 PAPI REIL UTILITY
POWER

SHEET NO.

E-921



AGENDA SUMMARY REPORT

SUBJECT: Conditional Award of Purchase of a Permanent Back-Up Power Generator for the Ukiah Valley Conference Center in the Amount of \$53,871.35 to Valley Power Systems, Inc., to be Funded through 20-CDBG-CV1-00004.

DEPARTMENT: Finance
PREPARED BY: Seth Strader, Buyer I, Craig Schlatter, Community Development Director
PRESENTER: Consent Calendar

ATTACHMENTS:

1. 20-CDBG-CV1-00004 Standard Agreement and Exhibits A-E
2. Request for Bid
3. Bid Tabulation
4. Amendment Request Form- City of Ukiah 20-CDBG-CV1-00004

Summary: Council will consider conditionally awarding purchase of a permanent back-up power generator for use at the Ukiah Valley Conference Center from Valley Power Systems, Inc. in the amount of \$53,871.35. The purchase award is conditional upon the amendment to the 20-CDBG-CV1-00004 standard agreement being approved by HCD.

Background: On September 16, 2020, through Resolution No. 2020-53, Council authorized submittal of an application in response to the 2020 Community Development Block Grant (CDBG) Program Coronavirus Response Round 1 (CV1) Notice of Funding Availability (NOFA) issued by the State Department of Housing and Community Development (HCD). Proposed within the application submitted by the City was the purchase and installation of a permanent generator for the Ukiah Valley Conference Center.

As described within the City's application, the purpose of the permanently installed generator is to respond to the impacts of the COVID-19 pandemic by having a public facility that can be operational 24/7 in the event of loss of power or other emergency. The Conference Center has been used as a COVID-19 vaccination site and sheltering facility and supports FEMA's March 27, 2020, letter to Emergency Managers to actively plan stand-up alternate sites to support medical staff during the ongoing COVID-19 pandemic.

The City was notified by HCD of an award of the full amount requested, \$108,797, on January 13, 2021. On May 3, 2021, HCD released the executed standard agreement, No. 20-CDBG-CV1-00004 (Attachment 1), and also as of this date the City was eligible to implement activities and receive reimbursement through the CDBG program. The deadline for completion of all activities within the standard agreement is 12 months after the effective date of the agreement, or May 3, 2022.

Following CDBG federal procurement regulations and the City of Ukiah's purchasing policies, the City issued a Request for Bids (RFB) on November 10, 2021, with bids due by 1:30 PM on December 1, 2021 (see Attachment 2 for a copy of the RFB).

Discussion: Two bids were received in response to the City's RFB from the following firms: Valley Power Systems, Inc. and ES West Energy Systems (see Attachment 3 for the bid results). Valley Power Systems,

Inc. had the lowest responsible and responsive bid.

Due to ongoing federal supply chain delays for equipment such as permanent generators, the delivery time anticipated by Valley Power Systems, Inc. is "26-30 weeks," which is approximately 6-7 months. Because this delay would be later than the 20-CDBG-CV1-00004 expenditure deadline of May 3, 2021, on December 3, 2021, Staff sent a request to HCD for an amendment to the standard agreement to extend the expenditure deadline to November 3, 2022 (Attachment 4).

Because the status of this amendment request is not yet known but is expected to be known shortly, Staff recommends Council conditionally award purchase of a permanent generator in an amount of \$53,871.35 to Valley Power Systems, Inc.

Recommended Action: Conditionally award purchase of a permanent back-up power generator for the Ukiah Valley Conference Center in an amount not to exceed \$58,871.35 to Valley Power Systems, Inc., which will be funded through 20-CDBG-CV1-00004.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 73022600.80100.18266: \$92,954; 73022600.80100.18268: \$27,891

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: CDBG Program, Standard Agreement #20-CDBG-CV1-00004

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Dave Kirch, Fleet and Plant Maintenance Supervisor; Mel Grandi, Electric Utility Director; Matt Keizer, Building Official; Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

20-CDBG-CV1-00004

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTOR NAME

City of Ukiah

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

Twelve (12) Months from the Effective Date

3. The maximum amount of this Agreement is:

\$108,757.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit B	Budget Detail and Payment Provisions	7
Exhibit C *	General Terms and Conditions	04/2017
+ - Exhibit D	CDBG Program Terms and Conditions	23
+ - Exhibit E	Program Application	114

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Ukiah

CONTRACTOR BUSINESS ADDRESS

300 Seminary Avenue

CITY

Ukiah

STATE

CA

ZIP

95482

PRINTED NAME OF PERSON SIGNING

Sage Sangiacomo

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

04/20/2021

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

20-CDBG-CV1-00004

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Avenue

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Shaun Singh

TITLE

Contracts Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

5/3/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per SCM Vol. 1 4.04. A.3 (DGS memo dated 6/12/1981)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**ADMINISTRATION AND MANAGEMENT DIVISION****Business & Contract Services Branch**

2020 W. El Camino Avenue, Suite 130, 95833

P. O. Box 952054

Sacramento, CA 94252-2054

(916) 263-6872

www.hcd.ca.gov

Sage Sangiacomo, City Manager
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Dear Sage Sangiacomo:

RE: Award Announcement – City of Ukiah
Contract No.: 20-CDBG-CV1-00004 / CFDA # 14.228

Congratulations on your Community Development Block Grant Program-Coronavirus, Aid Relief, Economic Security Act (CDBG-CV1) Award. You have received your CDBG-CV1 Standard Agreement, Exhibits A through E, in the Grants Network System:

A. Standard Agreement (STD 213 and Exhibits A thru E)

STD 213 - Cover page

Exhibit A - Authority, Purpose and Scope of Work

Exhibit B - Budget Detail and Payment Provisions

Exhibit C - State of California General Terms and Conditions - GTC 04/2017

Exhibit C is now incorporated by reference; please see the STD 213 for additional information.

Exhibit D – CDBG-CV Program Terms and Conditions

Exhibit E – Program Application

B. For expeditious handling, please review the STD 213, sign and upload it into the Grants Network System. Do not mail or email the signed STD 213. Please follow the instructions below:

1. Review the entire Standard Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors.
2. The person or persons authorized by the Resolution(s), must provide an **original signature, printed name, title and date, using blue ink**, on the lower left-hand section entitled "Contractor" on the STD 213 and/or on page 2 of the STD 213, if applicable.

3. Print and upload the signed STD 213 into the Grants Network System within 30 days from the date of this letter.
4. **Note:** If the resolution did not authorize a designated official to sign the STD 213 and amendments thereto, your governing body must adopt a resolution authorizing a designated official(s) to sign the STD 213 and any subsequent amendments. If the authorized designee as reflected in the resolution, the awarded NOFA amount or your entity status has changed, you are required to provide, to the Department, a new resolution consistent with the terms of the NOFA award and adopted by your Board.
6. Maintain a complete electronic version of the STD 213 and Exhibits A through E for your pending file. **Note: The Standard Agreement is not effective until it is signed by the Awardee's designated official and the Department.**

The Department reserves the right to cancel any pending Standard Agreement in its entirety if not returned within the required 30-day period.

Please contact Roxann Kuhnert, CDBG Program Manager, Federal Programs Branch, at (916) 263-6468 or email roxann.kuhnert@hcd.ca.gov, if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

LaTasha Jackson

Contracts Analyst

cc: Janice Waddell, Branch Chief, Federal Programs Branch

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement (hereinafter "Agreement") will provide official notification of the conditional reservation of funds under the State of California's administration of the new federal funding for Community Development Block Grant Program for non-entitlement jurisdictions (hereinafter, "CDBG-CV" or the "Program") by the Department of Housing and Community Development (hereinafter the "Department") pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No: 116-136), and the provisions of 42 U.S. Code (U.S.C.) 5301, et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, California Health and Safety Code Section 50825, et seq., the California State CDBG Program Guidelines in effect as of October 15, 2019, and, all as may be amended from time to time. In accepting this conditional reservation of funds by executing this Agreement, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the Grantee applied, as identified in this document footer, the representations contained in the Grantee's application (the "Application") for this funding allocation, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. For activities funded outside of a NOFA, including activities funded through Program Income, and activities funded through Urgent Need, the Grantee agrees to comply with the terms and conditions of this Agreement, the representations contained in the Grantee's Application for activity funding, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. Any changes made to the submitted and awarded Application after this Agreement is executed must receive prior written approval from the Department. For purposes of this Agreement, use of the term "Grantee" shall be a reference to "Contractor".

2. Scope of Work

- A. The Grantee shall perform the funded activities described in the Scope of Work (Work), including applicable National Objectives as represented in Exhibit E Sections I through IV, and the Application which is on file with the Department and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by the Department are hereby incorporated as part of the Application. The

Program Name: Community Development Block Grant Coronavirus Response Round 1 (CDBG-CV1)
NOFA Date: 06/04/2020
Approved Date: 08/12/2020
Prep. Date: 01/27/2021

EXHIBIT A

Department reserves the right to require the Grantee to modify any or all parts of the Application in order to comply with CDBG-CV requirements. The Department reserves the right to monitor all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.

- B. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibit B, and as detailed in Exhibit E, Section VI, and Budget Worksheet. Unless amended in writing, the Department shall not be liable for any costs in excess of the total approved budget. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.
- C. Except for General Program Administration, grant activity(ies) must the Benefit to Low/Moderate Income Persons or Households CDBG National Objectives

3. **Duplication of Benefits (DOB)**

The Subrecipient must report all funds obtained by the Project owner from any source from the date of the disaster until the date of the Project application. Additionally, the Department, in coordination with the Subrecipient, will perform a check for DOB prior to issuing an award to ensure that duplicative assistance is not provided for multifamily housing. The Department also reserves the right to require that the Subrecipient perform additional DOB checks throughout the course of the Project's period/performance, up to and through the closeout of each Project, to ensure there is no duplicative assistance throughout the course of the Project.

Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) prohibits federal agencies from providing assistance to any "person, business concern, or other entity" for any loss to which the entity has already received financial assistance from another source (42 USC § 5155(a)). The Federal Register Notice, published November 16, 2011 (Docket No. FR-5582-N-01), requires adequate policies and procedures in place to prevent a duplication of benefit and the recapture of funds, if necessary.

EXHIBIT A

The Subrecipient agrees to repay to the Department any assistance later received for the same purpose as the CDBG–DR funds and that exceeds the total need for the particular recovery purpose.

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

4. Effective Date and Commencement of Work

- A. This Agreement is effective upon approval by the Department as evidenced by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213.
- B. The CDBG-CV Grantee agrees that no Work toward the implementation of the project activity or program activity, as identified in Exhibit E, Section I through IV, shall commence without prior written authorization from the Department prior to the execution of this Agreement by the Department.

5. Term of Agreement and Performance Milestones

- A. Term of Agreement: With the exception of the Grant Closing Requirements set forth in Exhibit B, Section 6, the Grantee shall complete the grant activity and/or activities on or before 12 months (one (1) year) from the Department's execution date identified on the STD 213 of this Standard Agreement. Any extensions beyond the 12 months will require the Department's approval and a contract amendment.
- B. Expenditure Deadline: All Program funds shall be expended no later than 12 months (one (1) year) from the final Department execution date of this Agreement as identified on the STD 213. All requests for funds must be submitted prior to the Expenditure Deadline.
 - 1) Reporting Deadlines:
 - a) All activities except activities in support of new housing construction and activities in support of economic development must report final beneficiaries no later than thirty (30) days after the expiration of the Expenditure Deadline. Extensions for final reporting must be approved in writing by the Department.

EXHIBIT A

- b) For activities in support of new housing construction and economic development where housing units or jobs are dependent on off-site infrastructure development, the activity shall have an extended reporting term of two years (24 months) from the expenditure deadline to complete reporting of units constructed and occupied or jobs created or retained. Activities that do not meet the reporting deadline will be deemed ineligible and the Grantee will be required to repay all grant funds expended on the activity.
- C. Milestones: Grantee shall timely adhere to project milestones as established in Exhibit E, Section V.
- 1) Failure to Meet Milestones:
 - a) Failure to meet the first milestone identified in Exhibit E, Section V, is a material breach and will result in a for-cause termination of this Agreement. All funds, including program income, reimbursed for this activity prior to the termination shall be returned to the Department no less than thirty (30) days from the written notification of termination.
 - b) Failure to meet any given subsequent milestones identified in Exhibit E, Section V, may result in loss of program eligibility and will restrict the Grantee from applying for additional CDBG funding until the activity is corrected and put back on schedule, or the activity is completed, or the activity is canceled.
 - 2) Any milestone or deadline except the first milestone, the final activity report milestone, and the expenditure deadline may be revised administratively with the approval of the Department without incurring penalty, provided the revision request is received in advance of the original milestone due date.
- D. **Scope of Work Revisions and Amendments**

- 1) Contract Revisions: Adjustments to the Scope of Work that do not require an increase or reduction of activity scope, a change in National Objective, or a change in the type of beneficiaries assisted may be completed as a Contract Revision. Contract Revisions must be approved by the Department prior to implementation. If approved, contract revisions shall

EXHIBIT A

automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided either through the online grant management system, or in writing, as appropriate. Contract Revisions shall include but not be limited to:

- a) Adjustments that itemize the scope of work, revise milestone deadlines, except for first and last milestones, and change the scope of work in a manner that does not change the overall budget, National Objective, or change type or reduce count of estimated beneficiaries.
 - b) Adjustments that increase the estimated number of beneficiaries without increasing or decreasing the scope of work and without changing the overall budget.
- 2) Contract Amendments: Adjustments to the Scope of Work that require an increase or a reduced scope of work, that change the National Objective, or that change the type or reduces the number of beneficiaries assisted shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed. Contract Amendments shall include but not be limited to:
- a) Adjustments that either add scope beyond what was included in the original application, or that reduce scope such that the activity is materially different from the original application, or that reduce estimated beneficiary counts.
 - b) Adjustments that change the scope in a manner that requires a change to awarded activity budget, including adding funds from other State CDBG funded activities, adding Program Income, and reducing funds from either State CDBG awarded funds or Program Income.
- 3) HUD Matrix Codes: If HUD changes an activity matrix code(s) or if there is an error in recording the activity code, the Grantee shall be notified in writing and the correction shall not require an amendment to this Agreement.

EXHIBIT A

E. **State CDBG Program Contract Management**

- 1) Department Contract Manager: For purposes of this Agreement, the State CDBG Program Managers for the Department shall also serve as the Program Contract Managers. Written communication regarding this Agreement shall be directed to the State CDBG Program Contract Manager at the following address:

State CDBG Program Contract Manager
Division of Financial Assistance
Department of Housing and Community Development
P.O. Box 952054
Sacramento, California 94252-2054
Phone: (916) 263-6468
Email: CDBG@hcd.ca.gov
- 2) Contract Management: Day-to-day administration of this Agreement shall take place through the online grant management system, including but not limited to:
 - a) Financial Reports (Funds Requests);
 - b) Activity Reports;
 - c) Semi-Annual Reports;
 - d) Annual Reports;
 - e) Submittal of any and all requested supporting documentation;
 - f) Standard Agreement Revisions (non-material contract changes); and,
 - g) Standard Agreement Amendments (material contract changes).
- 3) Grantee Contract Administrator: The Grantee's Contract Administrator (must be a Grantee employee) is identified in Exhibit E, Profile. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be directed to the Grantee's Contract Administrator at the contact information identified in Exhibit E, Profile. Written communication shall be directed to the Grantee's Contract

EXHIBIT A

Administrator as identified in the Grantee Profile as referenced in Exhibit E.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget

- A. Budget Detail: The activity shall follow the budget as detailed in Exhibit E, Section VI.
- B. Program Income: All Program Income is state administered CDBG funding and is subject to the same federal requirements for financial administration as open grant awards. Program Income, including both cash-on-hand and future projected receipts, if identified as a funding source for any given activity, must be included in the activity budget and must be substantially expended prior to drawing grant award funds. Program Income must be identified separately from grant funds in the activity budget and must be broken out into activity and general administration funding, as applicable. The Department will not encumber locally administered Program Income against NOFA grant funds in the state's accounting system. Only new grant awards made under a NOFA or in conjunction with an Urgent Need application will be encumbered in the state's accounting system.

Funding in this Agreement may include either or both:

- 1) the total new grant award from the NOFA to be encumbered by the Department from grant funds,
 - 2) total locally held Program Income to be included in the activity budget but that will **not** be encumbered by the Department. This Agreement is for the sum total of funds to be used in the activity including grant funds and Program Income, as applicable. Program Income receipts must be reported no less than quarterly.
- C. Other Non-State CDBG Funding Sources: The Grantee shall report on the value of other contributions included as leverage for each activity via the Financial Reports (funds requests) required for such activity. The Financial Reports shall be accessed through the online grant management system and are the reports

Program Name: Community Development Block Grant Coronavirus Response Round 1 (CDBG-CV1)

NOFA Date: 06/04/2020

Approved Date: 8/12/2020

Prep. Date: 01/27/2021

EXHIBIT B

which convey the information needed to complete financial transactions in HUD's Integrated Disbursement and Information System (IDIS).

2. Availability of Funds

The Department's provision of funding to Grantee pursuant to this Agreement is contingent on the continued availability of CDBG funds and continued federal authorization for CDBG activities, as well as the conditions set forth in Exhibit D, Section 33. The Department's provision of funding is subject to amendment or termination due to lack of funds or authorization. This Agreement is subject to written modification or termination as necessary by the Department in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

3. Eligible Costs

- A. No activity costs may be incurred, or funds reimbursed until the Grantee has documented compliance with the applicable National Environmental Protection Act (NEPA) requirements established in 24 CFR Part 50, 24 CFR Part 58, and 42 USC §4321, et seq.
- B. Allowable Costs: Allowable costs shall mean those necessary and proper costs under 2 CFR §200.400 through 475, and as identified in the Grantee's application and as detailed in Exhibit E, Section VI, and as approved by the Department unless any or all such costs are disallowed by the State of California or HUD. Allowable costs include necessary and proper activity and administration costs incurred prior to the execution of this Agreement. All costs incurred prior to the execution of this Agreement must be eligible to be considered allowable and suitable for reimbursement. Eligible costs must, at a minimum, be costs incurred according to the procurement requirements of 2 CFR §200.317, et seq. and be costs required for the activity in this Agreement to meet a National Objective.
- C. Priority of Funds: The Grantee agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. To the extent available, the Grantee must disburse funds available from locally held

Program Name: Community Development Block Grant Coronavirus Response Round 1 (CDBG-CV1)

NOFA Date: 06/04/2020

Approved Date: 8/12/2020

Prep. Date: 01/27/2021

EXHIBIT B

- funding CDBG grant resources such as, but not limited to Program Income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments from the grant award.
- D. Withholding Funds: The Department reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement. Payments are contingent upon the Grantee's financial management system meeting the requirements of 2 CFR §200.302, and the internal control requirements of 2 CFR §200.303. Payment may be suspended or terminated, in whole or in part, by the Department in its sole discretion in the event of a default by Grantee.
- E. Disencumbering Funds: The Grantee agrees that funds determined by the Department to be surplus upon completion of the activity, or that have not been spent prior to the Expenditure Deadline will be subject to disencumbrance by the Department.
- F. Indirect Costs: If Grantee wishes to charge for indirect costs, the Grantee must develop an indirect cost allocation plan for determining the appropriate CDBG share of such indirect costs and submit such plan to the Department for approval prior to submission of requests for any payments for the indirect cost expenditures.
- G. Pre-Agreement Costs: Pre-Agreement Costs are eligible costs incurred prior to the award of funds as defined in Exhibit D, Section 1. Eligible Pre-Agreement costs as identified in Exhibit E, Section VI, Project Budget, may only be reimbursed upon the full execution of this Agreement and verification that the costs meet all eligibility criteria. Pre-Agreement costs may include both activity delivery and general program administration.

The Grantee agrees that any Pre-Agreement costs **not** previously identified in Exhibit E, Section VI, Project Budget, will **not** be paid with CDBG-CV1 funds.

4. Method of Payment

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The Department will not authorize payments unless it has determined the costs incurred are in compliance with the terms of this Agreement. Funds requested through the Financial Report must be for a minimum of \$1,000.00, with the exception of the final funds request, which must be marked "Final". Payments will be issued to the agency identified on the Taxpayer Identification Form (TIN) provided by the Grantee to the Department.

- A. Reimbursements: The Department will reimburse the Grantee its allowable costs for the services identified in this Agreement in Exhibit E, Section VI, upon presentation of invoices which Grantee certified are true and correct copies of payments due on behalf of the Grantee for the activity covered by this Agreement and made in accordance and compliance with Exhibit A, Scope of Work. The Grantee may not request reimbursements under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.
- 1) To receive reimbursement for grant activities, including reimbursement for eligible Pre-Agreement costs, the Grantee must submit all Department required forms according to the applicable deadlines. Financial Reports and Activity Reports are due no less than quarterly, within 15 days of the end of the quarter. Financial Reports and Activity Reports may be submitted more frequently at the Grantee's discretion. Financial Reports shall include the level of documentation specified by the Department, including proof of expenditure, and proof of cost eligibility. Grantees must submit documentation supporting cost amounts and cost eligibility with each funds request as part of the Financial Report.
 - 2) Grantees shall submit Financial Reports (funds requests) no less than quarterly. If no funds have been expended, the Grantee shall provide a description of work completed and an explanation of why no funds have been expended.
- B. Advances: The Grantee must receive prior written approval from the Department before submitting an advance request. All advances are subject to the Department's consent, which may be given or withheld on its sole discretion. No

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advances will be issued prior to full Agreement execution.

C. Final Payment Requests:

- 1) Grantees on the Reimbursement Payment System: All requests for final reimbursement must be submitted before the Expenditure Deadline referenced in Exhibit A, Section 5 of this Agreement.
- 2) Grantees on the Advance Payment System: The last advance payment must be submitted to the Department no later than sixty (60) days prior to the Expenditure Deadline of this Agreement.
- 3) Return of Unexpended Funds: All funds received by the Grantee but not expended by the Expenditure Deadline must be accounted for and returned to the Department within thirty (30) days after the Expenditure Deadline. Funds shall be returned in accordance with the current State CDBG Grants Management Manual. All returned funds will be disencumbered.
- 4) All Funds Not Previously Requested: If the final funds disbursement request for costs expended during the term of this Agreement has not been received by the Department before the Expenditure Deadline, and the Grantee has not requested an extension per Exhibit A Section 5, (Term of Agreement and Performance Milestones), the Department may disencumber any funds remaining and grant funds will no longer be available for the Grantee.

5. Budget Revisions and Amendments

Budget line item adjustments may be made in accordance with the following:

- A. Budget Revisions: Adjustments to the Budget that do not require an increase or reduction of total activity budget, a change in National Objective, or a change in the type or a reduction in number of beneficiaries assisted may be completed as a Budget Revision. Budget Revisions shall include but not be limited to:
 - 1) Adjustments that reallocate funds between budget line items, including between General Administration funding, activity funding, and Program Income resources, including both Program Income cash on hand, and

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Program Income projected receipts, but that otherwise does not change the overall budget total, the scope of work, the National Objective, and type and count of estimated beneficiaries. Reallocations involving General Administration funding are subject to applicable General Administration caps identified in the Notice of Funding Availability.

- 2) Adjustments that increase or decrease the detail included in the submitted lined item budgets, including adding and removing budget line items, without increasing or decreasing the scope of work and without changing the overall budget.
 - 3) Budget Revisions must be approved by the Department prior to implementation. Approval shall be provided either through the online grant management system, or in writing, as appropriate. If approved, Budget Revisions shall automatically be deemed a part of, and incorporated into, this Agreement.
- B. Budget Amendments: Adjustments to the Budget that result in an increased or a reduced total activity budget shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed.

6. Grant Closing Requirements

- A. Expenditure Deadline:
- 1) All Program funds shall be expended no later than the Expenditure Deadline as defined in Exhibit A, Section 4. All requests for funds must be submitted no later than thirty (30) days prior to the Expenditure Deadline.
 - 2) The Final Financial Report for the activity must be marked final and submitted before the Expenditure Deadline. Financial Reports submitted after the Expenditure Deadline will not be eligible for reimbursement.

Closeout Procedure: The Grantee must submit the following at the completion of the activity:

- 1) A Final Activity Report that includes all required reporting data for the

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activity;

- 2) A filed Notice of Completion (if applicable);
- 3) Evidence, satisfactory to the Department, of compliance with any and all other Special Conditions of this Agreement as set forth in Exhibit E hereto; and,
- 4) A resolution from the governing body acknowledging the accomplishments of the activity and confirming that the activity is complete and that all outstanding funds have been reimbursed by the Department.

If the Grantee identified an extended reporting period will be required to meet the National Objective for the activity in the Application, the above closeout requirements shall be submitted upon the completion of the activity, or within sixty (60) days after the Expiration Deadline, whichever comes first. If no extended reporting period is required, the above closeout requirements shall be submitted within thirty (30) days after the Agreement's Expenditure Deadline. Upon receipt of the above documentation, the Department will close out this Agreement and finalize the activity in IDIS for final reporting to HUD.

- B. Ongoing Reporting: Grants that have been closed may, as applicable, have continued reporting requirements, including Program Income reporting, performance reporting, beneficiary reporting, asset reporting, and other federally required reports as identified in Exhibit D, Section 22.

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CDBG-CV1 PROGRAM TERMS AND CONDITIONS

1. Definitions

- A. "Activity" means one of the following HUD eligible activities as per 42 U.S.C. 5305.
- 1) Acquisition (§ 5305 (a)(1))
 - 2) Public Improvements (§ 5305 (a)(2))
 - 3) Public Facilities (§ 5305 (a)(2) and (5))
 - 4) Public Services (§ 5305 (a)(8))
 - 5) Business Financial Assistance (§ 5305 (a)(17))
 - 6) Microenterprise Assistance (§ 5305 (a)(22))
- B. "Activity Budget" means the budget included in Exhibit E, Section VI, Project Budget, as referenced by Exhibit B, Budget Detail, and Payment Provisions.
- C. "Activity Delivery" (AD) means any reasonable and necessary costs that are not directly related to labor and/or direct construction and/or direct activity implementation costs. The Grantee may expend up to the indicated AD as identified in the NOFA that is associated with this Agreement or any relevant CDBG Management Memo. CDBG funds for AD cannot be drawn down unless CDBG activity costs have previously been drawn down or are being drawn down on the same funds request.
- D. "Activity Reports" are the activity reports that must be submitted at least quarterly that describe program or project progress and/or beneficiaries served during a given reporting period.
- E. "CARES Act" means the Coronavirus Aid, Relief and Economic Security Act.
- F. "Department" means the California Department of Housing and Community Development.
- G. "Financial Report" is also identified as a funds request and refers to the forms and processes required to request the drawdown of CDBG-CV1 funds (requests for funds must be a minimum of \$1,000.00 unless it is the final Financial Report

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- for an activity). Funds disbursements must be completed no less than quarterly for each open activity, including Program Income funded activities.
- H. "General Administration" refers to eligible administrative expenses as provided in 42 U.S.C. §5305(a)(13).
- I. "Grantee" means the jurisdiction that applied for CDBG-CV1 funding and has legal authority to sign this Agreement and commit to compliance with all federal requirements regarding the administration of federal funds, as identified in 2 CFR Part 200.
- J. "Pre-Agreement Costs" are pre-award costs as defined at 2 CFR §200.458 and 24 CFR §570.489(p) and are costs that are eligible per 2 CFR §200.400 et. seq. that have been itemized on the approved activity budget as identified in Exhibit E, Section VI, Project Budget, as referenced by Exhibit B, Budget Detail and Payment Provisions.
- K. "Program" means an eligible activity that provides direct assistance to eligible participants within a defined service area. Programs include public services, housing assistance to households, and instances where an eligible person, household, or area is directly assisted with a unit of service.
- L. "Program Guidelines" means the CDBG Program Guidelines adopted in October 2019 that replaced the California state regulations regarding the operation of the State CDBG program, as per Health and Safety Code §50826.1(a) that states that the regulations are repealed upon adoption of guidelines.
- M. "Program Income", as defined in 24 CFR §570.489(e), means gross income received by the Grantee that is directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.
- N. "Project" means eligible capital improvements to public facilities, infrastructure,

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assets, and right-of-way. Projects may also include eligible capital improvements to privately owned facilities, infrastructure, and assets that serve the public or that provide a public good, including shelters, community-based facilities, and utilities.

2. **Eligible Activities**

Grantee will only use funds under this Agreement for the activity identified in Exhibit E. All activities must be eligible CDBG-CV1 activities as authorized under the CARES Act, (Public Law No: 116-136), 42 U.S.C. §5305 and 24 CFR §570.482.

3. **National Objectives**

Grantee will only use funds in support of the National Objective identified in Exhibit E, Section I. All CDBG-CV1 funded grant activities must meet a National Objective as defined in 42 U.S.C. §5304(b)(3), as amended, and 24 CFR §570.483.

Real Property acquired or improved in whole or in part with CDBG-CV1 funds must be used to meet the same National Objective for which it was purchased or improved for no less than five years from the date of acquisition/completion. The Department may require a Use Restriction Agreement be recorded against real property acquired or improved in whole or in part with CDBG-CV1 funds.

4. **Termination and Remedies for Noncompliance**

Awards as secured by this Agreement may be terminated by the Department in whole or in part as per federal regulation at 2 CFR §200.339. All terminations shall include written notification setting forth the reason(s) for such termination, the effective date, and the portion to be terminated in the case of partial terminations and will follow termination notification requirements identified in 2 CFR §200.340.

- A. Termination without Cause: Agreements may be terminated without cause in whole or in part by the Department **only** with the consent of the Grantee. In the case of a whole agreement termination, the two parties shall agree upon termination conditions, including the effective date. In the case of partial termination, the two parties shall agree upon termination conditions, including the portion to be terminated and the effective date.

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- B. Noncompliance and Termination with Cause: The Department may terminate this Agreement for Grantee's failure to comply with the terms and conditions of this Agreement. Terminations for material failure to comply with the Agreement terms and conditions must be reported by the Department to the appropriate federal program integrity and performance system accessible through the System for Award Management (SAM) as per 2 CFR §200.339(b).
- 1) The Department may initiate remedies for noncompliance as identified in 2 CFR §200.338 at any time it has been determined that the Grantee is no longer meeting the terms and conditions of this Agreement. Remedies for noncompliance may be required in addition to, in lieu of, or prior to termination.
 - 2) Prior to terminating this Agreement for cause or noncompliance, the Department shall submit written notice specifying noncompliance and/or specifying the event or events that if not cured would constitute an event of default. The Department's written notice shall identify remedies for cure. Grantee shall have thirty (30) calendar days from receipt of notice to fully cure. This period may be extended at the Department's discretion for a reasonable period of time if the Grantee is acting in good faith to cure the noncompliance or cause. Any extension of the cure period must be communicated in writing by the Department.
 - 3) The Department's remedies for Grantee's noncompliance with a federal statute or regulation, a state statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere may include, as appropriate:
 - a) Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
 - b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
 - c) Wholly or partly suspend or terminate the current award for the Grantee's program or project, as applicable.

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- d) Withhold further and/or future awards of CDBG/CDBG-CV1 funds.
 - e) Request that HUD initiate federal suspension debarment proceedings.
 - f) Take other remedies that may be legally available, including, but not limited to:
 - (i) In the case of costs incurred without meeting a National Objective, require repayment of all funds reimbursed, including General Administration, Activity Delivery, and any and all Program Income, as appropriate.
- 4) In taking an action to remedy noncompliance, the Department will provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved as per 2 CFR §200.341.
- C. Effects of Suspension and Termination: Grantee costs resulting from obligations incurred by the Grantee or any of the Grantee's contractors, subrecipients, or subgrantees during a suspension or after termination of an Agreement are not allowable unless otherwise authorized by the Department in written notice or as allowable in 2 CFR §200.342. Termination and remedies for noncompliance identified in this Section do not preclude a Grantee or any of the Grantee's contractors, subrecipients, or subgrantees from being subject to non-procurement debarment and suspension requirements at 2 CFR Part 2424. CDBG-CV1 funds may not be provided to excluded or disqualified persons pursuant to 24 CFR §570.489(l).
- D. Remedies: All remedies of the Department hereunder are cumulative and not exclusive.

5. **Severability**

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- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

6. Waivers

No waiver or any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce, at any time, the provisions of this Agreement or to require, at any time, performance by the Grantee of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

7. Uniform Administrative Requirements

The Grantee, its agencies or instrumentalities, and Subgrantees shall comply with the policies, guidelines and Administrative Requirements of 2 CFR Part 200 et seq., as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds.

- A. Single Audit Compliance: Funds will not be disbursed to any Grantee identified by the State Controller's Office (SCO) as non-compliant with the Federal Single Audit Act, as described in the Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards at 2 CFR 200 Sub-Part F. No funds may be disbursed until compliance with the Uniform Administrative Requirements is demonstrated to the satisfaction of the Department.
- B. Accounting Standards: Grantee agrees to comply with, and administer the activity in conformance with, 2 CFR § 200.300 et seq, and agrees to adhere to

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the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

- C. Suspension and Debarment: By executing this Agreement, Grantee verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs.

8. **Compliance with State and Federal Laws and Regulations**

- A. Grantee, its agencies or instrumentalities, contractors, sub-grantees, and subrecipients shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and guidelines established by the Department for the administration of the CDBG-CV1 program.
- B. Grantee shall comply with the requirements of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act)(Public Law No: 116-136, the Housing and Community Development Act of 1974 (HCDA) as amended and codified at Title 42 United States Code (U.S.C.) §5301 et. seq., and Subpart 1 of the Federal CDBG Regulations, found at Title 24 Code of Federal Regulations (CFR) §570.480 et. seq., and all federal regulations and policies issued pursuant to these regulations. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

9. **Affirmatively Furthering Fair Housing**

Grantee shall affirmatively further fair housing, in accordance with the Civil Rights Act of 1964 (42 U.S.C 2000a, et seq.), and the Fair Housing Act (42 U.S.C. 3601, et seq.), according to 42 U.S.C. 5306, et seq. and in compliance with California statute (Gov. Code sections 65583, et seq.). Grantee shall comply with the Fair Housing Amendment Act of 1988 (Public Law 100-430).

10. **Equal Opportunity Requirements and Responsibilities**

Grantee agrees that it undertakes hereby the same obligations to the Department that

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the Department has undertaken to HUD pursuant to the Department's CDBG/CDBG-CV1 certifications. The obligations undertaken by Grantee include, but are not limited to, the obligation to comply with all applicable federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following:

- A. The Housing and Community Development Act of 1974 (Public Law 93-383) that authorized the CDBG program, as amended, and legislative changes contained in the Housing and Urban-Rural Recovery Act of 1983 that authorized the state administered CDBG program for non-entitlement communities, and the Architectural Barriers Act of 1968 (42 U.S.C. Section 4151) that requires publicly funded facilities be accessible to the public;
- B. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) prohibiting discrimination based on protected class, as amended, Title VIII of the Fair Housing Act (Public Law 90-284) prohibiting discrimination in housing, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259) requiring expanded compliance with civil rights laws for jurisdictions receiving federal funding; Section 104(d), regarding relocation and displacement, and Section 109, prohibiting discrimination in CDBG funded programs, of Title 1 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973 prohibiting recipients of federal funds from discrimination against persons with disability; the Americans With Disabilities Act of 1990 prohibiting all public discrimination against persons with disabilities; the Age Discrimination Act of 1975 prohibiting age-based discrimination in federally funded activities; Executive Order 11063 prohibiting discrimination in disposition of properties owned or financed with federal funds, as amended by Executive Order 12259; and Executive Order 11246 regarding fair employment, as amended by Executive Orders 11375, 11478 and 12086; and HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights;
- C. The Equal Employment Opportunity Act of 1972 that created the Equal Employment Opportunity Commission, Equal Employment Opportunity and Affirmative Action requirement (EEO/AA); Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.

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11. **Relocation, Displacement, and Acquisition**

Grantee shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, in 24 CFR Part 42, 49 CFR Part 24, and 42 U.S. §5304(d) as they apply to the performance of this Agreement. Grantee agrees to comply with 24 CFR §570.606 relating to the acquisition and disposition of all real property utilizing grant funds and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds.

12. **Section 3: Training, Employment and Contracting Compliance**

Grantee shall comply with Section 3 of the Housing and Urban Development Act of 1968 ("Section 3") (Public Law 90-448, now codified at 12 U.S.C. § 1701u, and implementing regulations at 24 CFR, Part 135. The responsibilities of the Grantee are outlined in 24 CFR §135.32 and include, but may not be necessarily limited to:

- A. Implementing procedures designed to notify Section 3 eligible residents about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- B. Notifying potential contractors for Section 3 covered projects of the requirements of Part 135 and incorporating the Section 3 clause set forth in 24 CFR §135.38 in all solicitations and contracts in excess of \$100,000.00.
- C. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns to reach the goals set forth in 24 CFR §135.30. Recipients, at their own discretion, may establish reasonable numeric goals for the training and employment of Section 3 residents and contract awards to additional Section 3 business concerns that exceed the goals specified in 24 CFR §135.30.
- D. Assisting and actively cooperating with the Department in obtaining the compliance of contractors and subcontractors with the requirements of Part 135 and refraining from entering into any contract with any contractor where the recipient has notice or knowledge that the contractor has been found in violation

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of the regulations in 24 CFR Part 135.

- E. Documenting actions taken to comply with the requirements of 24 CFR Part 135, the results of those actions taken and impediments, if any.

13. **Environmental Compliance**

- A. Grantee shall comply with the California Environmental Quality Act (CEQA) (Pub. Resources Code § 21000, et seq.) requirements as they apply to this project.

CEQA reviews and determinations are the responsibility of local agencies and shall be administered by the Grantee as applicable.

- B. Grantee shall comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*, as amended, and 33 U.S.C. § 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder.
- C. Grantee shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. 7401, et seq.
- D. Grantee shall comply with Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50 regarding air quality protections, as amended.
- E. Grantee shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001). Grantee shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- F. Grantee shall comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and Section 401(b) of the Lead-Based Paint Poisoning Prevention Act of 1971. Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this

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Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.

- G. Grantee shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. Grantee shall also comply with federal Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.
- H. Grantee shall comply with all National Environmental Protection Act (NEPA) requirements as applicable to the performance of this Agreement as found in 24 CFR Part 50, 24 CFR Part 58, as applicable, and 40 CFR Parts 1500 – 1508. Grantee shall not receive authority to incur activity costs until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

14. **Procurement**

The Grantee shall comply with the procurement provisions in 2 CFR §200.317 – 200.326, Procurement Standards, as well as all other Administrative Requirements for Grants and Cooperative Agreements to state, local and federally recognized Indian

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tribal governments as set forth in 2 CFR Part 200, et seq., as applicable.

15. **Procurement of Recovered Materials**

- A. Grantee and the Grantee's contractors shall comply with Section 6002 of the Solid Waste Disposal Act of 1965, as amended by the Resource Conservation and Recovery Act. The Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, unless the Contractor determines that such items:
- 1) are not reasonably available in a reasonable period of time;
 - 2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
 - 3) are only available at an unreasonable price.
- B. This clause shall apply to items purchased under this Agreement or subsequent contract where:
- 1) the Contractor purchases in excess of \$10,000.00 of the item under this Agreement; or
 - 2) during the preceding federal fiscal year, the Contractor:
 - a) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and
 - b) purchased a total of in excess of \$10,000.00 of the item both under and outside that contract.

16. **Contracting and Labor Standards**

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- A. Grantee shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and 29 CFR Subtitle A, Parts 1, 3 and 5, as applicable, to construction, alteration, and repair contracts over \$2,000.00.
- B. Grantee shall ensure that all contracts comply with the Anti-Kickback Act of 1986 (41 U.S.C. §§ 51-58) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind.
- C. Grantee shall ensure all contracts comply with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. § 3702) which requires that workers receive overtime compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

17. **Prevailing Wages**

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Grantee shall ensure that the requirements of California Labor Code, Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Sections 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. Where funds provided through this Agreement are used for construction work or in support of construction work, the Grantee shall also ensure that the federal requirements of the Davis Bacon Act codified at 40 U.S.C. § 3141, et seq. (as amended), pertaining to federal labor standards and compliance, are met and documented. Grantee recognizes that multiple labor standards (both state prevailing wage and federal Davis-Bacon Act) may apply to the project and both standards must be satisfied.

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- C. For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Grantee and a licensed building contractor, the Grantee shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Grantee will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.
- D. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in the California Labor Code Sections 1770-1784, or the Davis-Bacon Wage Determination.

18. **Contractors and Subrecipients**

- A. Grantee shall comply with 24 CFR Part 2424 and shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.
- B. Any agreement between the Grantee and any contractor or subrecipient shall include the terms and conditions in Appendix II of 2 CFR Part 200.
- C. Grantee shall ensure that any contract or subrecipient agreement includes clauses requiring the maintenance of workers' compensation insurance, as applicable, as well as general liability insurance. Contract or subrecipient agreements must require that the Grantee is notified in the event that any required insurance is canceled, expired, or otherwise invalidated during the performance period of the contract or subrecipient agreement.

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- D. Grantee shall require that contractors and subrecipients comply with the Drug-Free Workplace Act of 1988.

19. **Requirements for Economic Development Activities**

- A. Public Benefit Standards for Economic Development Activities: Per 24 CFR §570.482 (e) (f), (g) and §570.483(b)(4), the Grantee must comply with federal underwriting standards and must meet the public benefit standards for all CDBG Economic Development activities under 42 U.S. §5305(a)(17). The use of public benefit standards is mandatory.
- B. Anti-Job Pirating Certification: Pursuant to 24 CFR §570.482(h) CDBG funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one labor market area to another labor market area if the relocation is likely to result in a significant loss of jobs in the labor market area from which the relocation occurs. Job loss of more than 500 employees is always considered significant. Job loss of 25 or fewer positions is never considered significant.

20. **Rights to Inventions Made Under a Contract or Agreement**

Grantee shall comply with and require the following in contracts and subrecipient agreements: If a Federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulation issued by the awarding agency.

21. **Prohibition Against Payments of Bonus or Commission**

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

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- A. Obtaining the Department's approval of the Application for such assistance or additional assistance; or,
- B. Securing any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations or Program Guidelines with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

22. **Reporting Requirements**

- A. Requirements: During the term of this Agreement, the Grantee must submit all CDBG program reports required by the Department, including quarterly activity, financial, and Program Income reports, semi-annual labor and compliance reports, annual performance reports, and other reports required by the

Department or HUD. The Department reserves the right to request additional detail and support for any report made. Reports must be made according to the dates identified, unless otherwise specified at the discretion of the Department. The Grantee's performance under this Agreement will be evaluated in part on whether it has submitted the reports on a timely basis.

- B. Reporting Period: Grantee shall submit reports quarterly, and as required for semi-annual and annual reports, and shall continue to submit reports until such time that the activity is complete, a National Objective has been met and beneficiaries have been identified. The reporting period for this activity may extend beyond the Expenditure Deadline as defined in Exhibit A.
- C. Final Reporting Deadline: Grantee shall complete all required reporting for this activity no later than fourteen (14) months from the execution date of this Agreement as identified on the STD 213.
- D. Asset Reporting: Grantee shall report annually on the status of all assets (real and personal property, equipment, and vehicles) purchased in whole or in part

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with CDBG/CDBG-CV1 funds for no less than five years from the completion of the activity that generated the asset. Reporting shall continue until the property is disposed, fully depreciated, or, in the event of real property, the five-year commitment to a National Objective has been completed.

23. **Fiscal Controls**

Grantee shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. The Grantee shall establish and maintain such fiscal controls and fund accounting procedures as required by federal regulations, or as may be deemed necessary by the Department to ensure the proper disbursement of, and accounting for, funds paid to the Grantee under this Agreement.

- A. Deposit of Funds: Grantee shall maintain separate accounts within established bookkeeping systems for the deposit of CDBG -CV1 funds. All cash advances must be deposited in an interest-bearing account; any interest earned in excess of \$100.00 per year (which may be retained for related administrative expenses) must be returned at least quarterly to HUD via the Department. Deposits in minority banks are encouraged.
- B. Fund Management: Grantee shall deposit funds in an account requiring two signatures for disbursement and shall submit to the Department specimen signatures for all authorized signatories prior to receipt of funds;
- C. Fiscal Liability: Grantee shall be liable for all amounts which are determined to be due by the Department including, but not limited to, disallowed costs which are the result of Grantee's or its contractor's conduct under this Agreement. Grantee shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between the Department and HUD arising from this Agreement.
- D. Fiscal Records: All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail and shall be maintained as specified in Section 25 of this Agreement.
- E. Program Income: Any and all Program Income received by Grantee during the administration of this Agreement must be receipted and deposited into a

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separate Program Income account. Program Income funds may not be comingled with CDBG grant funds in a single account.

24. **Reversion of Assets**

Upon expiration of this Agreement, Grantee shall transfer to the Department any CDBG-CV1 funds, excluding Program Income, in Grantee's control at the time of expiration. Further, any real property under Grantee's control that was acquired and/or improved in whole or in part with CDBG/CDBG-CV1 funds (including CDBG-CV1 funds provided to the Grantee in the form of a loan and Program Income) in excess of \$25,000.00 shall be either:

- A. Used to meet one of the National Objectives in 24 CFR Part 570 until five (5) years after expiration or closure of this Agreement, the length of time to be further prescribed by mutual agreement of the parties.
- B. Disposed of in such manner that Grantee is reimbursed in the amount of the fair market value of the property at the time of disposition of the property less any portion of the value attributable to expenditures of non-CDBG/CDBG-CV1 funds for acquisition and/or improvement of such property. The proceeds from such disposition is Program Income.

If the Grantee provides funds for the purchase or improvement of real property to a subrecipient that is a private non-profit organization, that subrecipient must further agree to a voluntary lien on above-referenced real property as to any CDBG/CDBG-CV1 funds received and that such lien will be notarized and recorded in the Office of the County Recorder where the real property is located.

25. **Monitoring Requirements**

The Department shall perform a program and/or fiscal monitoring of the CDBG-CV1 grant no less than once during the twelve (12) month expenditure period of this Agreement. The Grantee shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department to maintain program eligibility.

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Grantees and applicable subrecipients shall retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a minimum period of five (5) years after the Department notifies the Grantee that the HCD contract has been closed according to the record retention requirements at 2 CFR §200.333.

Grantees and applicable subrecipients shall permit the State, federal government, the state Bureau of State Audits, the Department, and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

26. Inspections of Grant Activity

The Department reserves the right to inspect any grant activity(ies) performed hereunder to verify that the grant activity(ies) is being and/or has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.

- A. The Grantee shall inspect any grant activity performed by contractors and subrecipients hereunder to ensure that the grant activity(ies) is being and has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.
- B. The Grantee agrees to require that all grant activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

27. Signs

If the Grantee places signs stating that the activity is funded with private or public dollars and the Department is also providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the project that the Department is a source of financing through the CDBG/CDBG-CV1 Program.

28. Insurance

The Grantee shall have and maintain in full force and effect prior to the start of work, and at all times during the term of this Agreement such forms of insurance, at such

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levels as may be determined by the Grantee and the Department to be necessary for specific components of the grant activity(ies) described in Exhibit E. Prior to the commencement of any work, Grantee shall provide to the Department acceptable proof(s) of insurance confirming the required insurance coverages are in effect and naming the Department as an additional insured, where applicable. No insurance policy may be cancellable on less than thirty (30) calendar days prior notice to the insured and the Department. Grantees are responsible for requiring sufficient insurance, including but not limited to liability and workers compensation insurance, from all contractors and subrecipients. Grantees are recommended to be listed as an additional insured on policies held by contractors or subrecipients for the implementation of this award. Where a Grantee insurance policy is required to be purchased specifically for the execution or implementation of the activity funded through this award, the Department must be listed as an additional insured on the declarations page of the policy.

29. **Anti-Lobbying Certification**

Grantee shall comply with and require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity(ies) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and no more than \$100,000.00 for such failure.

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract,

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grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

30. **Conflict of Interest**

Pursuant to 24 CFR §570.489(h), no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, including members and delegates to the Congress of the United States may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

31. **Obligations of Grantee with Respect to Certain Third-Party Relationships**

Grantee shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Program with respect to which assistance is being provided under this Agreement to the Grantee. The Grantee shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Grantee, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. §5304(g)].

32. **Energy Policy and Conservation Act**

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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33. California State Contracting Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03)):

- A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a thirty (30)-day cancellation clause and the following provisions:
- 1) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
 - 2) This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
 - 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
 - 4) The department has the option to invalidate the contract under the thirty (30) day cancellation clause or to amend the contract to reflect any reduction in funds.
- B. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.
- C. California Government Code § 8546.4(e) provides that State agencies receiving federal funds shall be primarily responsible for arranging for federally required financial and compliance audits, and shall immediately notify the Director of Finance, the State Auditor, and the State Controller when they are required to

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obtain federally required financial and compliance audits.

Applications: City of Ukiah Public Facility Improvement Project for Surge Capacity

EXHIBIT E

Award Number

20-CDBG-CV1-00004

PO Number**Profile**

cschlatter@cityofukiah.com

Section I

Activity Category

Community Development

Activity (CD)

03E - Neighborhood Facilities

National Objective (CD)

(LMA) Low/Mod Area Benefit

Are you looking to start a new program, modify an ongoing program, or add a new type of assistance to an existing program?

Modify Existing

Section II

Choose the measure indicator from the list. Detailed information on performance measurements can be located in HUD's Basically CDBG manual, Chapter 13. <https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-13-Performance-Measurement.pdf>

Measure Indicator (P)

Persons Assisted

Please indicate the proposed number of beneficiaries of this activity.

LMA - Number of LMI persons in service area that will benefit

LMC - Number of LMI persons that will benefit

LMH - Number of households that will benefit.

LMJ - Number of jobs created/retained.

Number of Beneficiaries

1,030

Presumed Benefit Types

Elderly Persons, Homeless Person

Additional Benefit Types

Youths, Single Adults, Single Men, Single Women, Families, Mentally Ill, Veterans, Victims of Domestic Violence

Upload Service Area Map

City of Ukiah CDBG-CV1 service area map.pdf

Section III

Activity Title

City of Ukiah Public Facility Improvement Project for Surge Capacity

Organization Name

City of Ukiah

Input the physical address of your organization, please do not use a P.O. Box.

Street Address

300 Seminary Ave.

Suite/Office #:**City:**

Ukiah

State

California

Zip Code:

95482

Colonia & Non-Federally Recognized Native American Tribes

For information about Colonia locations see <https://www.hudexchange.info/cdbg-colonias/colonias-history/>.

For a list of Federally recognized Native American tribes in California please see <https://www.ncsl.org/research/state-tribal-institute/list-of-federal-and-state-recognized-tribes.aspx>. For more information see the Governor's Office of the Tribal Advisor at <https://tribalgovtaffairs.ca.gov/>.

Is this activity in a Colonia?

No

Is this activity for a non-Federally recognized Native American tribe?

No

Section IV**Activity Information**

Add the address of where the activity will take place. If this is the same as the organizational address, re-enter the organization address. If it is a general area (example: a stretch of street or an unregistered address) please get as close as possible to the actual activity location and indicate the accurate location information in the activity description.

Street Address:

200 South School Street

Suite/Office #:**City:**

Ukiah

State

California

Zip Code:

95482

The Activity Description is a narrative that needs to include: how this activity is relates to COVID-19 impacts, how this activity will help with flattening the curve of the pandemic, or how it will help in the recovery from the pandemic.

The narrative must also include: a detailed description of the activity, why it is needed, who will benefit, activity location, how will the activity will be implemented, and when it will be complete.

Activity Description

The City of Ukiah proposes to improve a City-owned public facility, the Ukiah Valley Conference Center located at 200 South School Street, Ukiah, CA, with a permanent generator. The conference center is located within Mendocino County Census Tract 116, Block Group 1, a census tract/block group comprising 51.94% low- and moderate-income persons. The generator will provide back-up power to the facility to ensure the conference center remains operational during emergencies and power outages. As indicated by the attached letters of support, installing a generator will also assist healthcare providers meet the COVID-19 demand for services and support.

There are no public facilities in City limits with sufficient space to shelter residents during a power outage, and consequently residents often access healthcare facilities. Residents' access of healthcare facilities during a power outage can limit the capacity of healthcare facilities to respond to the ongoing COVID-19 pandemic crisis- especially in the event of a surge in positive cases. As power outages are becoming much more likely and frequent in California rural areas due to the threat of wildfire and the instigation of Public Safety Power Shutoffs, having a public facility able to shelter low- and moderate-income persons and vulnerable populations 24/7 will assist healthcare facilities respond to the COVID-19 pandemic and assist in flattening the curve.

Because the conference center is set up and on standby to be used in case of a surge in the COVID-19 pandemic, it is imperative for the safety of the people who may need to use the facility as a temporary medical facility that they have a generator to provide consistent power. The facility may also be used for a testing or vaccination site if additional sites are required by the County.

The proposed project supports FEMA's March 27, 2020 letter to Emergency Managers to actively plan to stand-up alternate sites such as the conference center that would support medical staff during the ongoing COVID-19 crisis. The conference center is the only public facility within City limits that has sufficient space to ensure that emergency shelter services and community resource services can be provided with social distancing measures in place. The conference center has central heating/air-conditioning and provides public restrooms and free Wi-Fi. It also houses district offices for Congressman Huffman, State Senator McGuire, and Assemblymember Wood.

Although the project is expected to provide area benefit to low- and moderate-income persons within Census Tract 116/Block Group 1, given the central location of the conference center and its access to public transportation, it is expected that homeless and elderly persons from other areas of the City will benefit from the proposed project. Youths, single adults, single men, single women, families, mentally disabled persons, veterans, and victims of domestic violence are also expected to utilize the facility during an emergency.

The project will be implemented by staff within the Community Development Department, in coordination with the City's Electric Utility Division and Office of Emergency Operations.

Provide a detailed narrative describing the steps to be taken to complete the activity (i.e.: Task 1- create marketing plan; Task 2- hold a town hall meeting; Task 3- analyze feedback... etc.). This task narrative should indicate your knowledge of the steps and actions necessary to complete your activity. Narrative should include all actions taken to reach readiness through actions necessary for closeout.

The narrative must include the deliverables that will be completed as part of this activity in relationship to the task descriptions (i.e.: Deliverable 1- marketing plan; Deliverable 2- town hall meeting minutes... etc.). This deliverable narrative should indicate your direct knowledge of the documentation necessary to monitor and evaluate activity compliance. These documents should be part of your project file and will be reviewed as part of your onsite monitoring.

In completing the Tasks and Deliverables narratives, the applicant should demonstrate a knowledge of the specific steps needed to achieve the desired outcome.

Detailed Scope of Work - Task and Deliverables Narrative

A detailed task narrative, listing steps and a timeline for implementation, is below. Please note that if the grant award letter and standard agreement are received earlier- and if there are opportunities to further accelerate the timeline- the dates will be adjusted accordingly. The City's goal is to complete the project as quickly as possible to provide sheltering and emergency support services during the colder winter and spring months, as well as the summer and fall 2021 wildfire season.

1. Upon receipt of CDBG CV-1 grant award letter from HCD, secure approval from City Council to authorize budget amendments, execute standard agreement, and proceed with development of generator specifications- 10/23/2020.
2. Receive standard agreement from HCD and execute agreement, plus clear any associated conditions - by 11/6/2020.
3. Hold public hearing for submittal of application in response to expected CDBG CV-2/CV-3 NOFA. Secure approval from City Council of resolution to apply for approximately \$27,891 for the remainder of the cost of the generator installation project. The generator project would be one of up to three activities the City may apply for in response to this anticipated NOFA. - By 11/30/2020
4. Electric Utility Division to develop plans and specifications and bid package; and work with Community Development Department to secure Council approval - by 12/18/2020. Note: prevailing wage information will be included in bid package.
5. Release RFP - by 1/4/2021. Note: conditional language will be inserted into the draft contract and bid solicitation that a contract award is contingent on an award of CV-2/CV-3 funding.
6. Execute CDBG CV-2/CV-3 standard agreement; clear associated conditions - by 1/22/2021.
7. 10-day wage rate lock - 1/25/2021.
8. Bids due - by 2/5/2021.
9. City Council approval of contract award; and execution of contract with procured firm - 2/17/2021.
10. Pre-construction conference and issuance of notice to proceed- by 3/8/2021.
11. Project completion - by 5/28/2021.
12. Completion of close-out report, including presentation of final accomplishments and performance to City Council - by 6/30/2021.

The City expects to submit monthly funds requests, set-up/completion reports, annual performance reports, and other required reports from execution of the standard agreement to close-out.

Statement of Need and Proposed Outcome

The Statement of Need presents facts and evidence to support the need for your activity. An effective need statement will describe the target populations to be served, define the community problem to be addressed, is related to the purposes and goals of your organization, includes quantitative and qualitative documentation and supporting information, does not make any unsupported assumptions, and describes the situation in terms that are factual. An effective Statement of Needs will describe the relationship between the needs and COVID-19 impacts in your communities.

Statement of Need and Proposed Outcome Narrative:

In partnership with local healthcare facilities, the City has identified a critical need during the COVID-19 pandemic to be an emergency sheltering facility within City limits, operational during a loss of electrical power, and with sufficient space to meet the American Red Cross and Mendocino County Public Health Department's COVID-19 guidelines for social distancing. The City's Ukiah Valley Conference Center, located in the downtown at 200 South School Street, was identified as this facility but would need to be improved with a permanent generator to sustain services during a loss of electrical power.

The proposed project is expected to assist in flattening the curve from COVID-19 by providing an emergency shelter and community service center operational 24/7, even in the event of loss of power from a Public Safety Power Shutoff (PSPS) or other disaster or local emergency. By providing a temperature-controlled facility where residents can charge their medical and communication devices, fill their oxygen tanks, and receive important communication messages, the likelihood that residents would access these types of community support services at healthcare facilities is reduced, enabling healthcare facilities to more fully focus on COVID-19 response efforts and urgent healthcare needs. An emergency shelter and community service center with this capacity will be a vital community resource throughout the COVID-19 pandemic and especially so in the event of a surge in positive COVID-19 cases.

The City of Ukiah Community Development Department will administer the CDBG CV-1 standard agreement and generator project, including monitoring of federal and state prevailing wages, approval of project drawdowns, Duplication of Benefits tracking, and all reporting and compliance responsibilities. The Department intends to execute an interagency agreement with the City of Ukiah Electric Utility Division (EUD) to ensure a smoothly implemented project. The EUD will share in the labor to complete the installation of the generator with its existing electrical utility personnel and the procured electrical contractor. The EUD will also procure and oversee the work of the electrical contractor.

At the conclusion of the project, a generator will be installed at the conference center, allowing 24/7 power generation in the event of loss of electrical power. At least 50 low- and moderate-income residents are expected to benefit from the proposed project.

Section V

Indicate if you will need more than 30 days after the expenditure deadline to complete your beneficiary reporting, including reporting for activities where it is likely that there will be a time gap between completion of the activity and reportable beneficiaries.

Will you need more than 30 days after the expenditure deadlines to complete your activity reporting?

No

Milestones

Milestones are the progress markers or performance indicators that indicate progress toward the completion of your activity. Milestones may directly relate to your task narrative and are enforceable through the standard agreement. Each activity must include at least a starting and a completion milestone, with description of the milestone and a date. Additional milestones are optional and strongly encouraged.

Milestone #1 - Activity Start

Execute CDBG CV-1 standard agreement; clear associated conditions.

Milestone #1 Completion Date

11/06/2020

Do you want to add additional optional milestones?

Yes

Milestone #2 (optional)

Execute CDBG CV-2/CV-3 standard agreement; clear associated conditions.

Milestone #2 Completion Date (optional)

01/22/2021

Milestone #3 (optional)

Issuance of Notice to Proceed to contractor/implementer.

Milestone #3 Completion Date (optional)

03/08/2021

Milestone #4 (optional)

Project completion.

Milestone #4 Completion Date (optional)

05/28/2021

Milestone #5 (optional)

Milestone #5 Completion Date (optional)

Milestone #6 (optional)

Milestone #6 Completion Date (optional)

Milestone #7 (optional)

Milestone #7 Completion Date (optional)

Milestone #8 (optional)

Milestone #8 Completion Date (optional)

Milestone #9 (optional)

Milestone #9 Completion Date (optional)

Milestone #10 - Confirmation of Closeout

Complete and submit closeout report.

Milestone #10 - Confirmation of Closeout Completion Date

06/30/2021

Readiness Criteria

Collaborators and Partners

Partnerships and collaborations are supported and in many cases encouraged in implementing your COVID-19 related activity. Please indicate what types of partnerships you will be using in implementing your activity in the check-boxes and include a list of all of the different partners and collaborators including whether you have a formal or informal partnership agreement in the narrative section. Please upload and fully executed formal agreements as applicable.

List of collaborators/partners

Other

Provide a narrative listing your partners and collaborators

The City of Ukiah will implement the activity with existing staff from the Department of Community Development, Electric Utility Division, and Office of Emergency Management. Although the City will not utilize external partners to directly implement the proposed activity, the City's existing COVID-19 pandemic partners and collaborators will be important for coordinating the sheltering and community support services once the conference center is improved with the generator and fully operational as an emergency sheltering facility. A description of those partners follows.

Adventist Health Ukiah Valley is a 78-bed, nonprofit hospital located in Ukiah and is the largest and most comprehensive healthcare facility in the county. Adventist Health Ukiah Valley offers a complete range of healthcare services, while closely adhering to the COVID-19 guidelines of the CDC and the Mendocino County Public Health Department. The hospital is fully prepared for a COVID-19 patient surge.

The Coastal Valley EMS Administrator is responsible for the overall operation and function of the Agency. EMS Coordinators are responsible for the operational components of each County's portion of the EMS system including oversight and review of the ambulance providers, special projects, region wide disaster medical preparedness, communications-dispatch oversight, Quality Improvement (QI)/data system, training, AED program, medical control oversight, and oversight of designated Trauma Centers. In addition to County personnel, the EMS Agency contracts with an emergency physician to function as EMS Medical Director for the regional EMS system. Coastal Valley distributes all Personal Protective gear for first responders and is responsible for training COVID-19 swabbing procedures.

The Mendocino County Office of Emergency Services is responsible for coordinating all COVID-19 agency response across the county. Mendocino County OES coordinates with multiple agencies to ensure resources are available and mobilized.

Mendocino County Health and Human Services Agency/Public Health is designated as the Department Operational Center (DOC) for the COVID-19 Pandemic. The DOC coordinates and controls actions specific to the COVID-Pandemic. This department is responsible for sheltering operations around the County. When a shelter is needed they are activated, located the appropriate shelter location for the event, set up the shelter operations, provide health professionals to assure all health safety protocols are followed and assist any of those community members with health concerns/issues. They operate the shelter until Red Cross becomes available to take over operations.

American Red Cross/Mendocino Chapter supports agencies to help communities prepare for disasters and provide sheltering to those who must evacuate their homes.

North Coast Opportunities Volunteer Network provides disaster volunteers that assist during disasters with sheltering, food distribution, disaster preparedness, and other critical services. North Coast Opportunities is the designated Volunteer Organization Active during Disasters (VOAD).

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement

City of Ukiah Letter of Support 8-4-2020 from Coastal Valley EMS.docx

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement

Letter from Adventist Health Ukiah Valley for generator.docx

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement

Do you have a draft or executed agreement with a contractor/subrecipient?

N/A (No Contract Needed)

Threshold Criteria

Site Control

Some activities require proof of physical site control while others require proof of control of the resources necessary to complete the activity. For example, a service that provides delivered meals will need to have "control" of a vehicle for deliveries. In the narrative box, explain what type of site control will be necessary for your activity. Upload the applicable proof of site control.

If you believe no site control is required for your activity, indicate that in the narrative and explain why no site control is necessary for your activity.

Description of site control of the facility or means to conduct the services

The Ukiah Valley Conference Center is owned by the City of Ukiah and managed by City of Ukiah staff. Site control is fully secured.

Upload Site Control Supporting Documentation

Deed for APN 002-261-09 (200 S School St).pdf

Federal funds may not be used to pay contractors, non-profits, or agencies that are federally debarred. Provide a proof of no-debarment for each agency, contractor, non-profit, or company that will receive funding or be paid out of this grant. Individuals that are not a business do not need to be checked.

Use <https://www.sam.gov/SAM/> to check for excluded parties and upload proof that contractors etc. are not debarred.

If you do not yet know who your contractors or subrecipients will be, you do not need to show proof of debarment check at application. However you will be required to check for debarment prior to contract or subrecipient agreement execution.

Upload your Debarment Check

City of Ukiah debarment check.pdf

Upload additional Debarment Check Documentation

Upload an executed Statement of Assurances and Compliance from the Files tab under the program solicitation. Please make sure the statement is completed with your jurisdiction's information and that the document has the specific CDBG-CV1 designation in the footer. The Statement of Assurances and Compliance is a legally binding document.

Upload your Statement of Assurances and Compliance with 2 CFR Part 200

City of Ukiah J- Stmt of Assurances.pdf

Use the updated Citizen Participation Requirements document at <https://www.hcd.ca.gov/policy-research/plans-reports/docs/Final-Citizen-Participation-Requirements-for-the-State's-Annually-Appropriated-Federal-Programs-Plans-and-Reports.pdf> to complete your public participation. Use the guidance on holding public hearings and meetings during a disaster to ensure your organization complies with public health priorities.

Use the Citizen Participation reference documentation in the Files tab of the solicitation for additional information on Limited English Proficiency (LEP) and a sample public notice.

Per 24 CFR §570.486 <https://www.law.cornell.edu/cfr/text/24/570.486> the public notice should contain at the minimum, the amount of CDBG funds being requested, the amount of PI funds being used (if applicable), the range of activities that will be performed, the address, phone number, and times of the meeting.

Citizen Participation - Have you met all Public Hearings/Citizen Participation requirements?

Yes

Upload Citizen Participation Proof of Public Notice

City of Ukiah CDBG-CV1 Proof of Publication.pdf

Upload Public meeting/hearing presentation/handout materials

Description.agenda.report.minutes- CDBG-CV1 App Submit PH.pdf

Upload Public meeting/hearing presentation/handout materials

Description.minutes.handouts- Ukiah Local App-Design Phase process.pdf

Use the approved sample resolution from the Files tab of the Solicitation. Do not modify the sample language in the resolution.

Upload Approved Resolution for Application

CC Reso 2020-53 Approving Application for Funding for CDBG-CV1.pdf

Download the FI\$CAL TIN from the Files tab in the Solicitation. Do not use P.O. Box addresses on the TIN. Make sure the TIN includes the official name of your jurisdiction.

Upload CA TIN Verification Form

City of Ukiah TIN- CDBG-CV1.pdf

Monitoring and Compliance

Are all single audit findings cleared or in remediation?

N/A (no audit finding or not required to submit single audit)

Are all HCD CDBG program monitoring findings cleared or in remediation?

N/A (no audit finding or not required to submit single audit)

Are you in compliance with all existing HCD award agreements?

Yes

Environmental

Use the Environment Review forms located on HUD's website at <https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview> to complete your environmental review. Note that even General Administration requires a statement of exemption. Upload the correct level of environmental review for your activity and a statement of exemption for any General Administration that you intend to use.

If the level of review for your activity is an Environmental Assessment or Environmental Impact Study, please upload the assessment or study plus consultation letters, identified mitigations, and/or conditions of approval. Please do not upload the entire environmental review record if it is more than 50 pages. Do upload any noticing FONSI/RROF or NOIRROF and Authorization to Use Funds if available that corresponds with the activity's appropriate level of review. Acceptable formats of these forms can be located at <https://www.hudexchange.info/programs/environmental-review/>. To determine the correct level of review go to HUD's environmental review overview page <https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview>. Please make sure your Environmental Review is definitive in findings and that the program/project description matches the activity description in this application. Environmental reviews with inadequate project/program descriptions, findings that are not definitive or that have squishy language, do not adequately or correctly identify mitigations, did not complete required consultations, or that have other material deficiencies may result in disqualification.

Upload proof of NEPA Compliance

NEPA CENST- Ukiah CDBG-CV1 general admin.pdf

Upload additional proof of NEPA Compliance

NEPA CEST- Ukiah CDBG-CV1 Activity Rev.pdf

Housing Element

Has your Housing Element (or draft) been adopted by your governing body and submitted to HCD?

Yes

Upload your Housing Element proof of submittal, may include correspondence from HPD, an official letter of certification, resolution from governing body adopting the Element and approving submittal or other proof.

Ukiah Review Letter - Adopted FINAL (HCD Certification).pdf

Applicant must be in compliance with HSC §25395.99 <https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-25395-99.html>. For more information about Land-Use Controls please visit <https://www.hcd.ca.gov/community-development/building-blocks/constraints/land-use-controls.shtml>.

Have you enacted limitations on residential construction other than establishing agricultural preserves or limitations based on health and safety needs?

No

Upload proof of compliance with State statutes per the CDBG program

Section VI

Budget and Duplication of Benefits

You are expected to provide two activity budgets. There is a CDBG specific budget that you will complete as part of your application in the eCivis Grants Network. That budget is linked below and must be completed before you submit your application. You ALSO need to complete a full activity budget. Your full activity budget should use the sources and uses Excel template included in the Files tab in the Solicitation. You may use your own excel budget, provided it includes all of the sources and uses that will be included in your activity. Include line items for each component of your activity. Identify all funding sources that will be used to fund your activity including other federal and state funding, local funding, foundation or non-profit funding, donations and any other cash resources. Do not include in-kind donations or volunteer time.

This template will also be used to evaluate your duplication of benefits. Indicate in the template where you project increased utilization of your public services if you are proposing a public service activity.

Your complete activity budget narrative should include information about how the activity will be funded and whether or not the activity is viable if other funding sources are not available and the activity is only partially funded. For instance can the project scope be reduced the number of beneficiaries be reduced, can the project be scaled to the amount of funding available. Make sure the budget narrative has a relationship to the tasks and deliverables described above. The narrative should include information about how the CDBG funding will only be used to support a new activity, a modified existing activity, or a addition of a new type activity.

Budget Narrative:

The City of Ukiah proposes the funding of a public facility improvement project to improve the surge capacity for area healthcare facilities. The total project cost including general administration is estimated to be approximately \$136,648 and will be funded by CDBG funds from CDBG COVID Rounds 1, 2, and 3 (note the entire cost of the project is not expected to be funded by CDBG-CV1).

The total project cost was arrived at by taking the cost of a portable generator, estimated at about 25% less cost than a permanent generator, and increasing the cost of labor by 75% due to the cost of installing a concrete pad and other permanent electrical upgrades, plus payment of prevailing wages to the electrical contractor. These numbers were then compared to a similar project in Tuolumne County and were found to be generally in line with these estimates (Please note that although the size of the Tuolumne County project is believed to be smaller and Tuolumne's project already had a concrete pad in place, this estimate was used as a guide since a local independent cost estimate was not available by the date applications were due.).

CDBG-CV1 is expected to fund most of the cost of the generator purchase and installation, at \$92,954. \$15,803 in general administration will be utilized by the City of Ukiah staff for compliance monitoring, duplication of benefits tracking, and overall program administration and reporting responsibilities. This amount is expected to be adequate for the generator installation project, including reporting and administration responsibilities related to the portion of the generator installation project funded by CV-2 and CV-3. No program income is committed for the project, because program income has already been committed to a Business Assistance program applied for in response to the 2019-2020 CDBG NOFA.

CDBG funding will be used to modify an existing public facility with a permanent generator such that backup power is available in the event of a loss of power due to a Public Safety Power Shutoff or other natural or manmade disaster or emergency. If CDBG funds are reduced or not available, the project will not be viable as the City has no other sources of funding for this project.

Upload Full Activity Budget Sources and Uses

City of Ukiah CDBG-CV1 activity budget.xlsx

Upload Cost Allocation Plan (if applicable)**Upload Duplication of Benefit Tracker Form (in Excel)**

City of Ukiah CDBG-CV1- Duplication of Benefit Tracking.xlsx

You will be responsible for documenting compliance with HUD's duplication of benefit requirements. You can find additional information about how to track duplication of benefits at the following link:
<https://www.hudexchange.info/trainings/courses/duplication-of-benefits-webinar-2019/2970/>.

Include a brief narrative explaining how you plan to track for duplication of benefits in your activity.

The public facility improvement project at the Ukiah Valley Conference Center will be 100% funded through Rounds 1, 2, and 3 of the CDBG COVID funding. The City of Ukiah, through owning and managing the public facility, certifies that no other CARES Act funding will be utilized for the public facility improvement project within this application.

The City of Ukiah Community Development Department is responsible for monitoring the implementation of the project for compliance with CDBG regulations, including tracking of Duplication of Benefits (DOB). To ensure the total amount of funding through CDBG CV-1, CV-2, and CV-3 is not greater than the need for the activity, the DOB spreadsheet provided by HCD will be utilized throughout implementation of the project to track all sources and uses (and expenditure of CDBG funds).

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)

FEMA Administrator March 27, 2020, letter to Emergency Managers Requesting Action on Critical Steps.pdf

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)

Tuolumne County independent cost estimate- Ukiah CDBG CV-1.pdf

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)**Have you completed and submitted your eCivis Grants Network budget worksheet?**

Yes

Average Score

0.00

View Budget Worksheet

<https://portal.ecivis.com/#/peerBudget/956FDBEA-1B19-4049-A068-A8D88986F2A0>

Application Goals

View Application Goals

<https://portal.ecivis.com/#/peerGoals/E0E822B0-34BB-4049-8B54-321EE3F89008>

of Reviews

1

of Denials

0

Original Submission Date (for re-submissions)

Exhibit E - Budget

Applications: File Attachments

Upload Service Area Map

City of Ukiah CDBG-CV1 service area map.pdf

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement

City of Ukiah Letter of Support 8-4-2020 from Coastal Valley EMS.docx

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement

Letter from Adventist Health Ukiah Valley for generator.docx

Upload Site Control Supporting Documentation

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City of Ukiah debarment check.pdf

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Upload additional proof of NEPA Compliance

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Ukiah Review Letter - Adopted FINAL (HCD Certification).pdf

Upload Full Activity Budget Sources and Uses

City of Ukiah CDBG-CV1 activity budget.xlsx

Upload Duplication of Benefit Tracker Form (in Excel)

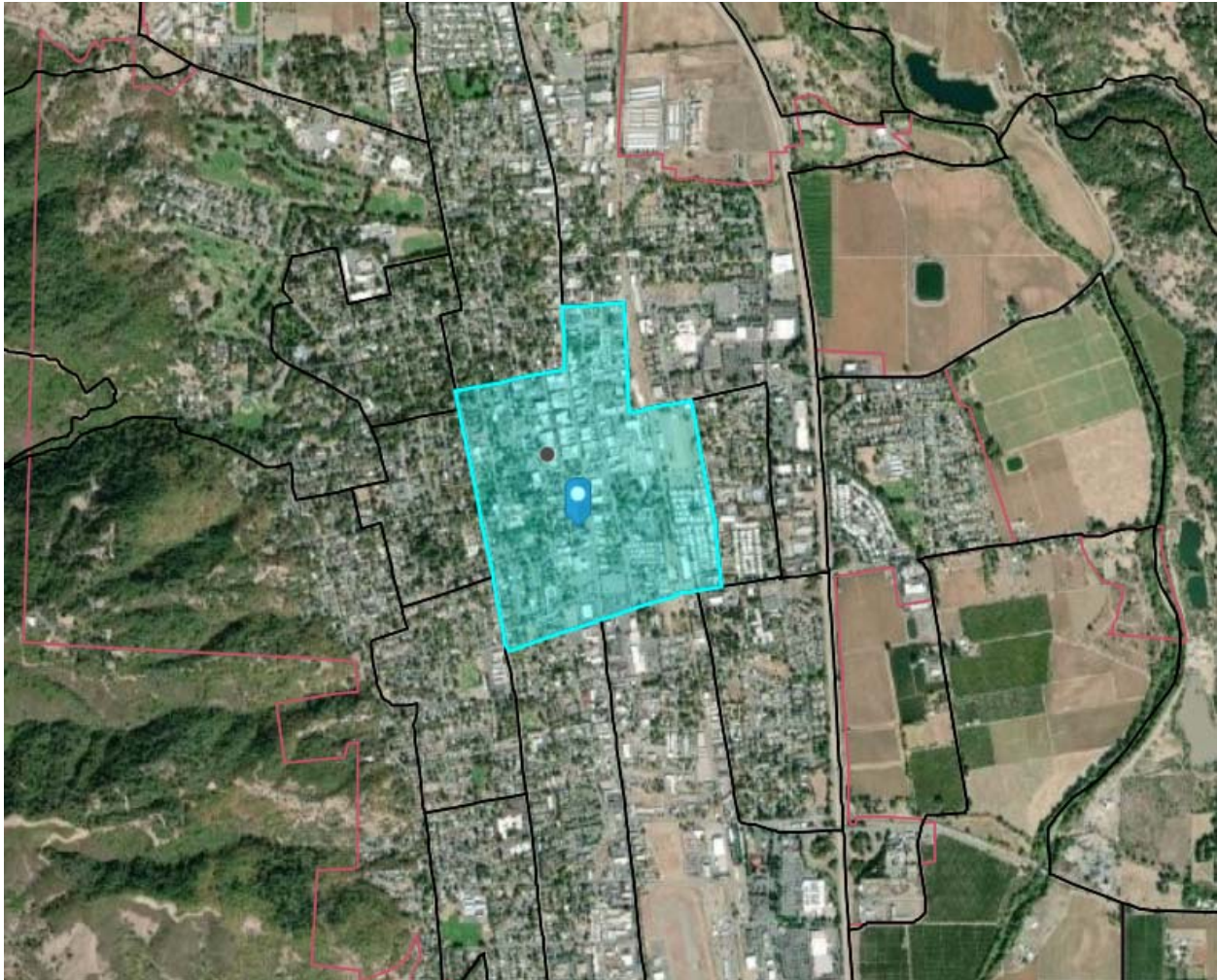
City of Ukiah CDBG-CV1- Duplication of Benefit Tracking.xlsx

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)

FEMA Administrator March 27, 2020, letter to Emergency Managers Requesting Action on Critical Steps.pdf



**2020 CDBG-CV1 APPLICATION
SERVICE AREA MAP: CENSUS TRACT 116, BLOCK GROUP 1**



COASTAL VALLEYS EMS AGENCY

SERVING MENDOCINO AND SONOMA COUNTIES



August 4, 2020

Re: City of Ukiah's Application to the Community Development Block Grant Program-Coronavirus Response

To Whom It May Concern:

Coastal Valleys EMS Agency is pleased to learn of the City of Ukiah's application to the Community Development Block Grant Program to fund a generator for the Ukiah Valley Conference Center that can be used for an emergency shelter during power outage events. Please accept this letter to share our full support of the project.

In 2019, Mendocino County experienced a power-loss event that lasted a total of five days. During this outage, many of our medically fragile patients summoned our local hospital needing their oxygen tanks filled as a result of the extended duration of the outage. This created an enormous stress on our local pre-hospital and hospital system. The City of Ukiah's ability to set up a shelter to support both community residents and our local pre-hospital and hospital partners during future power-outage events would be a huge service to those who depend on power for their medical device needs.

Substantial planning efforts have been made to ensure our community is provided safe shelter locations during a power-outage event during the COVID 19 pandemic. The EMS Agency supports this important project as it will provide great relief to our community.

Respectfully,

Jen Banks

Jen Banks

EMS Coordinator

Medical Health Operational Area Coordinator

(707)217-7914



Administration

275 Hospital Drive
Ukiah, CA 95482
707-467-5270
AdventistHealth.org

August 3, 2020

Re: City of Ukiah's Application to the Community Development Block Grant Program-Coronavirus Response

To Whom It May Concern

Adventist Health Ukiah Valley Hospital was pleased to learn of the City's application to the Community Development Block Grant Program to fund a generator for the Ukiah Valley Conference Center that could be used as an emergency shelter during power loss events. We would like to take this opportunity to share our full support of the project.

In response to the COVID-19 pandemic, hospitals are ready for possible surges of COVID-19 patients. In the event a disaster strikes and power is lost the hospital will be able to function at limited capacity. During the 2019 power loss event that continued for 5 days, the hospital was unable to provide all services and many medical dependent patients arrived at the hospital needing oxygen tanks filled along with other care due to having no power, thus adding additional stress to both hospital and ambulance providers. The City's ability to set up a shelter that would support the hospital during the COVID-19 pandemic and provide services to those who depend on power for their medical devices.

Providing the community access to services and keeping them safe by following all COVID-19 guidelines is a huge benefit to our residents and that is why the hospital supports this important project.

Respectfully ,

Judson Howe

Chief Financial Officer

Adventist Health Mendocino County

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

00018504
Recorded at the request of
CITY OF UKIAH
Book 2374 Page 114
11/08/1996 02:30P
Fee: \$0.00 No of Pages:4

OFFICIAL RECORDS
MENDOCINO COUNTY CALIF
MARSHA A. YOUNG, RECORDER

MAIL TAX STATEMENTS TO:
Same as above

(Above space for Recorder's use only)

AP NO. 002-261-09

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES:

Documentary Transfer tax is \$ 0

- () computed on full value of property conveyed, or
- () computed on full value less value of liens and
encumbrances remaining at time of sale
- () unincorporated area: ()



FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY
ACKNOWLEDGED,

Ukiah Redevelopment Agency, a Public Agency,

hereby grants to

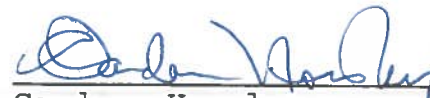
City of Ukiah

the following described real property in the City of Ukiah,
County of Mendocino, State of California:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

DATED: Nov 7, 1996

UKIAH REDEVELOPMENT AGENCY


Candace Horsley,
Executive Director

Order No. 99572 DR

DESCRIPTION

The land referred to herein is situated in the State of California,
County of Mendocino, City of Ukiah and is described as follows:

COMMENCING at a city monument at the intersection of the centerlines of School Street and Church Street in the City of Ukiah; thence following the centerline of Church Street westerly a distance of 40.01 feet; thence turning to the left at an angle of $88^{\circ} 50'$ a distance of 20.01 feet to and for the true point of beginning; thence from said point of beginning turning to the right at an angle of $88^{\circ} 50'$, a distance of 204.35 feet; thence turning to the left at an angle of $89^{\circ} 34'$, a distance of 99.60 feet; thence turning to the left at an angle of $90^{\circ} 26' 14''$, a distance of 203.08 feet; thence turning to the left at an angle of $88^{\circ} 49' 46''$, a distance of 99.60 feet to the true point of beginning.

A.P.No.: 2-261-09

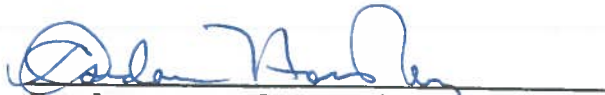
Book: 2374 Page: 115

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant dated November 7, 1996 from Ukiah Redevelopment Agency to the City of Ukiah, a general law municipal corporation, is hereby accepted by order of the City of Ukiah City Council on May 15, 1996, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: 11-7, 1996

By:


Candace Horsley, City Manager

Book: 2374 Page: 116

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Mendocino

On November 7, 1996 before me, Karen Yoast, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Candace Horsley,
Name(s) of Signer(s)

☒ personally known to me – **OR** – ☐ 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.



WITNESS my hand and official seal.

Karen Yoast
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Grant Deed

Document Date: November 7, 1996 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Candace Horsley

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

Director

Signer Is Representing:

Ukiah Redevelopment

Agency

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

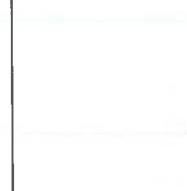


Signer's Name: _____

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

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here





A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.

 [Log In](#)

[Login.gov FAQs](#)

 **ALERT:** SAM.gov will be down for scheduled maintenance Saturday, 09/12/2020 from 8:00 AM to 1:00 PM.

 **ALERT:** CAGE is experiencing intermittent service interruptions. SAM registrants may encounter an error validating a CAGE Code. If this happens, please try again later.

Entity Dashboard

Ukiah, City Of
DUNS: 074642893 CAGE Code: 1WGX8
Status: Active
Expiration Date: 08/04/2021
Purpose of Registration: Federal Assistance Awards Only

300 Seminary Ave
Ukiah, CA, 95482-5400 ,
UNITED STATES

› [Entity Overview](#)

› [Entity Registration](#)

› [Core Data](#)

› [Assertions](#)

› [Reps & Certs](#)

› [POCs](#)

› [Exclusions](#)

› [Active Exclusions](#)

› [Inactive Exclusions](#)

› [Excluded Family Members](#)

[RETURN TO SEARCH](#)

Entity Overview

Entity Registration Summary

Name: Ukiah, City Of
Business Type: US Local Government
Last Updated By: Greg Owen
Registration Status: Active
Activation Date: 08/04/2020
Expiration Date: 08/04/2021

Exclusion Summary

Active Exclusion Records? No



IBM-P-20200814-1154
WWW8

[Search Records](#) [Disclaimers](#) [FAPIS.gov](#)
[Data Access](#) [Accessibility](#) [GSA.gov/IAE](#)
[Check Status](#) [Privacy Policy](#) [GSA.gov](#)
[About](#) [USA.gov](#)
[Help](#)

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



APPENDIX J

1

Appendix J: CDBG-CV1 Application Certifications and Statement of Assurances

Complete and fully execute the attached CDBG-CV Application Certifications and Statement of Assurances. The executed statement must be uploaded as a threshold document in the application. The document **may not** be modified.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 200
Sacramento, CA 95833
(855) 333-CDBG (2324)/ FAX (916) 263-2763
www.hcd.ca.gov



CDBG-CV1 Application Certifications and Statement of Assurances

The **CITY OF UKIAH** hereby certifies the following:

1. Legal Authority:

It possesses the legal authority to apply for and execute the proposed activity(s) in the application.

2. Application Authorization:

Its governing body has duly adopted or passes as an official act or resolution, motion, or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer or other designee to act in connection with the application and to provide such additional information as may be required.

3. Citizen Participation:

It has or will comply with all citizen participation requirements, which include, at a minimum, the following components:

- A. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which CDBG funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction – and
- B. Provides citizens with reasonable ADA compliant and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by CDBG regulations, and relating to the actual use of funds under this title – and
- C. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee – and

- D. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program. These include at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries and with accommodation for the handicapped. This shall include one public meeting during the program design, annual performance report preparation, and formal amendments. A public hearing shall be conducted prior to application submittal – and
- E. Solicits and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable – and
- F. Identifies needs of limited-English speaking residents will be met in the case of public hearings where limited-English speaking residents can reasonably be expected to participate.

4. National Objective:

It has developed its CDBG Program so as to primarily benefit targeted income person and households and each activity in the program meets one of the three national objectives: benefit to low-and moderate-income persons, elimination of slums and blight, or meets an urgent community need (with prior Department approval) certified by the grantee as such.

5. NEPA Environmental Review:

It consents to assume, and hereby assumes the responsibilities for environmental review and decision-making in order to ensure timely compliance with NEPA by following the procedures for recipients of block grant funds as set forth in [24 CFR Part 58](#), titled "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities." Also included in this requirement is compliance with [Executive Order 11988](#) relating to the evaluation of flood hazards, [Section 102\(a\) of the Flood Disaster Protection Act of 1973](#) (Public Law 93-234) regarding purchase of flood insurance, and the [National Historic Preservation Act of 1966](#) (16 USC 470) and implementing regulations ([36 CFR §800.8](#)).

6. Audit/Performance Findings:

It certifies that the State Controller's Office (SCO) was in receipt of its complete Single Audit Package by the NOFA application due date, or certifies that is exempt from the Single Audit requirements set forth in [2 CFR Part 200](#).

7. Growth Control:

It certifies that there is no plan, ordinance, or other measure in effect which directly limits, by number, the building permits that may be issued for residential construction or the buildable lots which may be developed for residential purposes; or if such a plan, ordinance, or measure is in effect, it will either be rescinded before receiving funds, or it need not be rescinded because it:

- A. Imposes a moratorium on residential construction, to protect health and safety, for a specified period of time which will end when health and safety is no longer jeopardized; or
- B. Creates agricultural preserves under [Chapter 7 \(commencing with Section 51200\) of Part 2 of Division 1 of Title 5 of the Government Code](#); or
- C. Was adopted pursuant to a specific requirement of a State or multi-State board, agency, department, or commission; or
- D. The applicant has an adopted housing element which the Department has found to be in compliance, unless a final order has been used by a court in which the court determined that it is not in compliance with [Article 10.6 of Chapter 3 of Division 1 of Title 7 of the Government Code, commencing with section 65580](#).

8. Uniform Administrative Requirements:

It will comply with the regulations, policies, guidelines and requirements of [2 CFR Part 200](#) and [24 CFR Part 85](#) and the [CDBG Program Guidelines](#).

9. Nondiscrimination:

It shall comply with the following regarding nondiscrimination laws and practices as may be amended from time to time:

- A. Title VI of the Civil Rights Act of 1964 (Public Law 88-352).
- B. Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) as amended; and will administer all programs and activities related to housing and community development in a manner affirmatively furthering fair housing.
- C. Section 109 of the Housing and Community Development Act of 1974, as amended.
- D. Section 3 of the Housing and Urban Development Act of 1968, as amended.
- E. Executive Order 11246, as amended by Executive Orders 11375 and 12086.

- F. Executive Order 11063, as amended by Executive Order 12259.
- G. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), as amended, and implementing regulations.
- H. The Age Discrimination Act of 1975 (Public Law 94-135).

10. Anti-Displacement/Relocation:

It will comply with the Federal Relocation Act (42 U.S.C. 4601 et seq.).

11. Labor Standards:

It will comply with the following regarding labor standards as may be amended from time to time:

- A. [Section 110 of the Housing and Community Development Act of 1974](#), as amended.
- B. [Section 1720, et seq. of the California Labor Code](#) regarding public works labor standards.
- C. Davis-Bacon and Related Acts as amended ([40 U.S.C. §276\(a\)](#)) regarding the payment of prevailing wage rates.
- D. Contract Work Hours and Safety Standards Act ([40 U.S.C. §3702](#)) regarding overtime compensation.
- E. Anti-Kickback Act of 1934 ([41 U.S.C. §51-58](#)) prohibiting "kickbacks" of wages in federally assisted construction activities.

12. Architectural Barriers:

It will comply with the Architectural Barriers Act of 1968 ([42 U.S.C. §4151 et seq.](#)) and implementing regulations ([24 CFR Parts 40-41](#))

13. Conflict of Interest:

It will enforce standards for conflicts of interest which govern the performance of their officers, employees, or agents engaged in the award and administration, in whole or in part, of State CDBG grant funds ([24 CFR §570.611](#)).

14. Limitations on Political Activities:

It will comply with the Hatch Act ([5 U.S.C. §1501, et seq.](#)) regarding political activity of employees.

15. Lead-Based Paint:

It will comply with the Lead-Based Paint Regulations ([24 CFR Part 35](#)), which prohibit the use of lead-based paint on projects funded by the program.

16. Debarred Contractors:

It certifies that neither the applicant or its staff are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal assistance programs, in any proposal submitted in connection with the CDBG program, per the Excluded Party List System located at <https://www.sam.gov/SAM/>. In addition, the applicant will not award contracts to or otherwise engage the services of any contractor while that contractor (or its principals) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction, in any proposal submitted in connection with the CDBG program under the provisions of [24 CFR Part 24](#).

17. Inspection of Grant Activities:

It will give HUD, the Comptroller General, the State Department of Housing and Community Development, or any of their authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.

18. Cost Recovery:

It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

- A. CDBG funds received are used to pay the proportion of such fee or assessment that relates to the capital costs of public improvements that are financed from revenue sources other than CDBG funds; or
- B. For purposes of assisting any amount against properties owned and occupied by persons of low- and moderate-income who are not persons of very low income, that it lacks sufficient funds received from CDBG Program to comply with the requirements of this clause.

19. Procurement:

It will follow the federal procurement policies per [24 CFR §200.317 et seq.](#)

20. Excessive Force:

It will adopt and enforce policies:

- A. Prohibiting the use of excessive force by its law enforcement agencies against individuals engaged in non-violent civil rights demonstrations; and
- B. Enforcing applicable State and local law against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.

21. Anti-Lobbying:

- A. It certifies and agrees that no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

22. Compliance with Laws:

The jurisdiction will comply with all applicable laws, rules, and regulations governing the activities being applied for herein.

I hereby certify under penalty of perjury that all information contained in this Statement of Assurances (including all supporting documentation) is true and correct. I understand and acknowledge that making false statements on this certification, including any documents submitted in support of it, is a crime under federal and California state laws, which may result in criminal prosecution and fines.

Sage Sangiacomo

Printed Name of Authorized Representative (*per the Resolution*)


Signature

City Manager
Title

8-19-2020
Date

Ukiah Daily Journal

617 S. State St
Ukiah, California 95482
(707) 468-3500
advertising@record-bee.com

2117148

CITY OF UKIAH
ATTN: ACCOUNTS PAYABLE
300 SEMINARY AVE
UKIAH, CA 95482

PROOF OF PUBLICATION (2015.5 C.C.P.)

STATE OF CALIFORNIA COUNTY OF MENDOCINO

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Ukiah Daily Journal, a newspaper of general circulation, printed and published daily in the City of Ukiah, County of Mendocino and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Mendocino, State of California, under the date of September 22, 1952, Case Number 9267; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

08/29/2020

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Ukiah, California,
September 17th, 2020



Molly E. Lane, LEGAL CLERK

Legal No. **0006512440**

8-29/20

NOTICE OF PUBLIC HEARING FOR SUBMITTAL OF STATE CDBG-CV1 APPLICATION

NOTICE IS HEREBY GIVEN that the City Council for the City of Ukiah will conduct a public hearing on Wednesday, September 16, 2020 at 6:15 p.m., or as soon thereafter as can be heard, in order to discuss and consider submittal of an application in response to the 2020 State Community Development Block Grant Program – Coronavirus Response Round 1 (CDBG-CV1) Notice of Funding Availability (NOFA), and to solicit public input.

The City of Ukiah anticipates submitting an application under the CDBG-CV1 NOFA published on June 5, 2020, for the following activities:

City of Ukiah Public Facility Improvement Project	Not to Exceed \$ 90,269
General Administration	Not to Exceed \$ 18,488
Total	Not to Exceed \$108,757

Because of the Shelter-in-Place Order, the Civic Center of the City of Ukiah is closed. The meeting will be a virtual meeting accessible using instructions on the City's website at <http://www.cityofukiah.com/meetings/>. TO PRESENT VERBALLY: go to the agenda (download arrow on right), which will have instructions and a link to the meeting. TO BE READ ALOUD BY CLERK: email to meeting@cityofukiah.com. Include in the subject line "To be read aloud" and which agenda item that you are submitting your comment for; keep your comments to 500 words or less. CORRESPONDENCE FOR SUBMISSION: email to meeting@cityofukiah.com. Include in the subject line which agenda item that you are submitting your correspondence for.

All interested parties are invited to attend the public hearing and be heard. If you are unable to attend the public hearing, you may direct written comments to the City of Ukiah, Attention Craig Schlatter, Community Development Department, 300 Seminary Avenue, Ukiah, CA 95482, via Email to klawler@cityofukiah.com, or you may telephone Kristine Lawler, City Clerk, at (707) 463-6217, or Craig Schlatter, Community Development Director, at (707) 463-6219.

If you plan on attending the public hearing and need a special accommodation because of a sensory or mobility impairment/disability, or have a need for an interpreter, please call Kristine Lawler at the City of Ukiah at (707) 463-6217 to arrange for those accommodations to be made.

City of Ukiah promotes fair housing and makes all programs available to low and moderate income families regardless of age, race, color, religion, sex, national origin, sexual orientation, marital status or handicap.



**2020 CDBG-CV1 APPLICATION
PUBLIC FACILITY IMPROVEMENT PROJECT**

Description of Application Submittal Public Hearing

The Ukiah City Council conducted an application submittal public hearing on September 16, 2020, with the meeting publicly noticed on August 29, 2020. At the public hearing, the City Council received a report from staff on possible applications to be submitted under the 2020 CDBG-CV1 Allocation. Staff also recommended revised funding amounts to reflect the accurate calculation of activity and general administration funding amounts. City Council then adopted a resolution to submit an application for a public facility improvement project. No members of the public commented during the public hearing, nor were any written comments received.

Copies of the agenda and staff report for the September 16, 2020 public hearing are attached. Minutes are also attached. Due to the COVID-19 shelter in place order, the public hearing was held via virtual meeting, a recording of which is available at this web address: www.cityofukiah.com/meetings.



**City Council
Regular Meeting
AGENDA**

Civic Center Council Chamber ♦ 300 Seminary Avenue ♦ Ukiah, CA 95482
Register for Ukiah City Council Regular Meeting at:

<https://attendee.gotowebinar.com/register/6116794701044618766>

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.

September 16, 2020 - 6:00 PM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

- 3.a. Presentation and Possible Direction Regarding the Mendocino County Continuum of Care's Strategic Plan for Addressing Homelessness in Mendocino County.

Recommended Action: 1. Receive presentation and provide direction to Staff, if warranted; and 2. Endorse the Mendocino County Continuum of Care's Strategic Plan for Addressing Homelessness in Mendocino County.

Attachments:

1. CoC Strategic Plan Presentation Ukiah
2. Strategic Plan to Address Homeless in Mendocino County

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

- 5.a. Approval of the Minutes for the September 2, 2020, Regular Meeting.

Recommended Action: Approve the Minutes of September 2, 2020, Regular Meeting, as submitted.

Attachments:

1. 2020-09-02 Draft Minutes

6. RIGHT TO APPEAL DECISION

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

7. CONSENT CALENDAR

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

7.a. Report of Disbursements for the Month of July 2020.

Recommended Action: Approve the Report of Disbursements for the Month of July 2020.

Attachments:

1. July 2020 Summary of Disbursements
2. Account Codes for Reference
3. Object codes for Reference
4. July 2020 Disbursement Detail

7.b. Possible Adoption of the Ordinance Amending Division 5, Chapter 2 of the City Code to Designate the Entity Authorized to Make Determinations on Livestock Permits.

Recommended Action: Approve the adoption of the Ordinance Amending Division 5, Chapter 2 of the City Code to Designate the Entity Authorized to Make Determinations on Livestock Permits.

Attachments:

1. Livestock Permitting Ordinance Introduced

7.c. Adoption of Resolution Approving Records Destruction.

Recommended Action: Adopt resolution authorizing the destruction of outdated documents.

Attachments:

1. Resolution with Exhibit A

7.d. Determination of Notification of Intent to Adjust Curbside Collection and Transfer Station Service Rates in compliance with solid waste contracts.

Recommended Action: Confirm the determination of the City Manager, as reported here, of compliance with the provisions of the agreements between the City of Ukiah and Ukiah Waste Solutions, Inc. and Solid Waste Systems, Inc. regarding the company's notice of intent to adjust curbside collection and transfer station rates.

Attachments:

1. UWS Rate Package 2021
2. SWS Rate Package 2021

7.e. Review Landfill Closure Financial Plan Update.

Recommended Action: Receive and file update to the Landfill Closure Financial Plan.

Attachments:

1. CC Reso-Establishing Funding Closure-Ukiah Solid Waste Disposal
2. Annual Inflation Factor Report 2019

- 7.f. Award of Purchase for Rental of Street Sweeper from Owen Equipment, Inc. in the Amount of \$10,671 per Month and Approval of Corresponding Budget Amendment.

Recommended Action: Award of purchase of rental Street Sweeper from Owen Equipment, Inc. in the amount of \$10,671 per month and approval of corresponding budget amendment.

Attachments:

1. Quote

- 7.g. Approve Amended Scope of Work in Pioneer Law Group Retainer Agreement.

Recommended Action: Approve and authorize City Manager to sign Engagement Letter Amendment 1, with the Pioneer Law Group.

Attachments:

1. Engagement Letter - Amendment I

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)

- 11.a. Conduct a Public Hearing to Consider Adoption of a Resolution Authorizing Submittal of an Application in Response to the 2020 State Community Development Block Grant Program - Coronavirus Response Round 1 Notice of Funding Availability; and Approve Corresponding Budget Amendments if Awarded the Grant.

Recommended Action: Conduct public hearing and adopt a resolution authorizing the submittal of an application in response to the 2020 State Community Development Block Grant Program - Coronavirus Response Round 1 Notice of Funding Availability, and approve corresponding budget amendments if awarded the grant.

Attachments:

1. CDBG-CV1 NOFA
2. CARES-Programs-for-CDBG-Grantees-Enterprise
3. CDBG-CV1 Jurisdiction Allocations
4. Resolution- 2020 CDBG-CV1 application

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. Follow-up Review of Unfunded Accrued Liability Financing Strategy with CalPERS and Approval of Recommended Repayment Plan.

Recommended Action: Approve final recommended unfunded accrued liability financing strategy and payment shape as presented by staff.

Attachments:

1. Ukiah UAL Restructuring Analysis 200910

- 12.c. Approval of Contract Amendment with Carollo Engineers for the Design Efforts of the Recycled Water Phase 4 Project.

Recommended Action: Approve Contract Amendment Seven with Carollo Engineers for the Design Efforts of the Recycled Water Phase 4 Project.

Attachments:

1. Amendment No 7_9Sept2020

- 12.d. Receive and File Fourth Quarter Financial Report.

Recommended Action: Receive and file report.

Attachments: None

13. NEW BUSINESS

- 13.a. 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. 2020 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))

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

Recommended Action: Confer in Closed Session

Attachments: None

- 14.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)
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: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCUk-CVPT-2018-70200
Recommended Action: Confer in Closed Session
Attachments: None
- 14.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. SCUk- CVPT-15-66036
Recommended Action: Confer in Closed Session
Attachments: None
- 14.e. **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
- 14.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
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: 9/11/20



AGENDA SUMMARY REPORT

SUBJECT: Conduct a Public Hearing to Consider Adoption of a Resolution Authorizing Submittal of an Application in Response to the 2020 State Community Development Block Grant Program - Coronavirus Response Round 1 Notice of Funding Availability; and Approve Corresponding Budget Amendments if Awarded the Grant.

DEPARTMENT: Community
Development

PREPARED BY: Craig Schlatter, Community Development
Director

PRESENTER: Craig Schlatter, Community Development
Director

ATTACHMENTS:

1. CDBG-CV1 NOFA
2. CARES-Programs-for-CDBG-Grantees-Enterprise
3. CDBG-CV1 Jurisdiction Allocations
4. Resolution- 2020 CDBG-CV1 application

Summary: Council will conduct a public hearing to consider and possibly adopt a resolution authorizing the submittal of an application in response to the 2020 State Community Development Block Grant Program - Coronavirus Response Round 1 Notice of Funding Availability.

Background: Note: this public hearing is being conducted again due to a noticing error with the first public hearing conducted on August 5, 2020. The content of this staff report is largely unchanged from the August 5, 2020 public hearing. The Resolution has been updated with minor revisions.

On June 5, 2020, the State Department of Housing and Community Development (HCD) announced the availability of \$18.7 million in new federal funds for the Community Development Block Grant Coronavirus Response Round 1 (CDBG-CV1) for local assistance through a Notice of Funding Availability (NOFA) (Attachment 1). HCD began accepting applications beginning June 8, 2020, with applications and required documentation originally due by August 31, 2020. An amendment was issued on August 31, 2020, amending the deadline to September 21, 2020. Funding for the NOFA was made available pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act signed into law March 27, 2020.

State CDBG Citizen Participation regulations require a public hearing to adopt a resolution authorizing submittal of an application, or applications, to HCD. That is the purpose of this public hearing.

CDBG-CV1 Eligible Activities and Threshold Requirements

The CDBG-CV1 NOFA provides funding for the following activities: assistance to businesses and microenterprises impacted by COVID-19 stay-at-home orders and shut-downs; public services related to COVID-19 support; facility improvements related to COVID-19 healthcare and homeless housing needs; and acquisition of real property to be used for the treatment or recovery of infectious diseases in response to COVID-19. Funds must be used to meet the national objective of benefit to low- to moderate-income (LMI)

individuals and/or households.

CDBG-CV1 funds cannot be used where a "Duplication of Benefits" occurs- i.e. "when a program beneficiary receives assistance from multiple sources for a cumulative amount that exceeds the total need for a particular funding need." For this reason, jurisdictions must be careful in their deployment of CDBG-CV1 funds. Please see Attachment 2 for a list of other financial assistance sources that may preclude deployment of CDBG-CV1 funds.

Applicants can apply for up to three activities with the total request not exceeding the allocation limit per jurisdiction. The City's allocation per the NOFA is \$108,757 (Attachment 3). Up to 17 percent of this allocation can be utilized for general administration. Because CDBG-CV1 funds are noncompetitive, provided the City's application is complete and meets threshold requirements, the City will receive an award of \$108,757.

Discussion: Staff within the City Manager's Office/Emergency Management, Electric Utility Department, and Community Development Department discussed current priorities related to the COVID-19 pandemic. Identified was the need for an emergency sheltering facility within the city limits to assist healthcare providers meet the demand for services and support in the event of a surge in the number of COVID-19 patients. Such an emergency sheltering facility should also have the capacity to sustain services in the event of a Public Safety Power Shutdown (PSPS).

The City's conference center was identified as a possible emergency sheltering facility but would need to be improved with a generator in the event of a PSPS or other disaster causing a power outage. Staff discussed the eligibility of a generator installation for CDBG-CV1 funds with HCD staff, and HCD staff confirmed the project would be eligible provided that it principally benefited LMI residents and could assist existing healthcare providers with increased capacity to respond to COVID-19. By having the City's conference center operational to handle emergency sheltering and support during a PSPS, the hospital is able to more fully focus on responding to the COVID-19 crisis, improving capacity. The conference center is located within a census tract/block group with more than 50% LMI area benefit, so the project is eligible per CDBG National Objective requirements.

Staff Recommendation to Council

The following is requested and included in the attached Resolution (Attachment 4):

City of Ukiah Public Facility Improvement Project = not to exceed \$90,269

General Administration = not to exceed \$18,488

Total = not to exceed \$108,757

To proceed with this recommendation, Staff requests Council 1) conduct a public hearing; and 2) adopt the Resolution in Attachment 4 authorizing an application be submitted to HCD for the above activities; and 3) approve corresponding budget amendments if the application is awarded.

Recommended Action: Conduct public hearing and adopt a resolution authorizing the submittal of an application in response to the 2020 State Community Development Block Grant Program - Coronavirus Response Round 1 Notice of Funding Availability, and approve corresponding budget amendments if awarded the grant.

BUDGET AMENDMENT REQUIRED: If CDBG-CV1 grant awarded.

CURRENT BUDGET AMOUNT: N/A

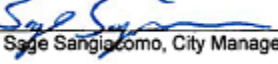
PROPOSED BUDGET AMOUNT: \$108,757: \$18,488- General Administration; \$90,269- City of Ukiah Public

Facility Improvement Project

FINANCING SOURCE: CDBG

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mel Grandi, Electric Utility Director, Tami Bartolomei, Office of Emergency Management Coordinator; Traci Boyd, Management Analyst

Approved: 
Sage Sangiacomo, City Manager

**CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
September 16, 2020
6:00 p.m.**

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on September 16, 2020, having been legally noticed on September 11, 2020. Mayor Crane called the meeting to order at 6:01 p.m. Roll was taken with the following **Councilmembers Present:** Maureen Mulheren, Jim O. Brown, Stephen G. Scalmanini, Juan V. Orozco, and Douglas F. Crane. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR CRANE PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by City Attorney Rapport.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. **Presentation and Possible Direction Regarding the Mendocino County Continuum of Care's Strategic Plan for Addressing Homelessness in Mendocino County.**
Presenters: Shannon Riley, Deputy City Manager and Daniel McIntire, RCHDC.

PowerPoint presentation was given.

Motion/Second: Brown/Orozco to endorse the Mendocino County Continuum of Care's Strategic plan. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

a. **Approval of the Minutes for the September 2, 2020, Regular Meeting.**

Motion/Second: Mulheren/Brown to approve Minutes of September 2, 2020, a regular meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

a. Report of Disbursements for the Month of July 2020 – *Finance*.

b. ~~Possible Adoption of the Ordinance Amending Division 5, Chapter 2 of the City Code to Designate the Entity Authorized to Make Determinations on Livestock Permits – Community Development.~~ Pulled by Councilmember Scalmanini and placed as agenda item 13b.

- c. Adoption of Resolution (2020-52) Approving Destruction of Records – *City Clerk*.
- d. Determination of Notification of Intent to Adjust Curbside Collection and Transfer Station Service Rates in Compliance with Solid Waste Contracts – *Public Works*.
- e. Review Landfill Closure Financial Plan Update – *Public Works*.
- f. Award of Purchase for Rental of Street Sweeper from Owen Equipment, Inc. in the Amount of \$10,671 per Month and Approval of Corresponding Budget Amendment – *Public Works*.
- g. ~~Approve Amended Scope of Work in Pioneer Law Group Retainer Agreement – *City Attorney*.~~
Pulled by Councilmember Scalmanini and placed as agenda item 13c.

Motion/Second: Scalmanini/Orozco to approve Consent Calendar Items 7a,c,d,e, and f as submitted. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

Public Comment: Ruth Van Antwerp and Angel Schramer – Goats/City Codes; Pamela Jensen – Crosswalk at Dora & Luce Streets.

9. COUNCIL REPORTS

Presenter: Councilmember Mulheren.

10. CITY MANAGER/CITY CLERK REPORTS

Presenter: Sage Sangiacomo, City Manager.

- **Leaf Pickup** – *Tim Eriksen, Public Works Director / City Engineer.*
- **Construction Update** – *Tim Eriksen, Public Works Director / City Engineer.*
- **Fire Mitigation** – Sage Sangiacomo, City Manager
- **Correspondence Sent Regarding Advocacy Action on CDBG COVID Funding Block Grant** – *Craig Schlatter, Community Development Director.*

11. PUBLIC HEARINGS (6:15 PM)

- a. **Conduct a Public Hearing to Consider Adoption of a Resolution Authorizing Submittal of an Application in Response to the 2020 State Community Development Block Grant Program - Coronavirus Response Round 1 Notice of Funding Availability; and Approve Corresponding Budget Amendments if Awarded the Grant.**

Presenter: Craig Schlatter, Public Works Director.

PUBLIC HEARING OPENED AT 7:30 P.M.

No public comment was received.

PUBLIC HEARING CLOSED AT 7:31 P.M.

Motion/Second: Scalmanini/Orozco to adopt the resolution (2020-53) with the discussed amendment authorizing the submittal of an application in response to the 2020 State Community Development Block Grant Program - Coronavirus Response Round 1 Notice of Funding Availability, and approve corresponding budget amendments if awarded the grant. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

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.**

Presenters: Tami Bartolomei, Office of Emergency Management Coordinator and Sage Sangiacomo, City Manager.

Report was received.

- b. Follow-up Review of Unfunded Accrued Liability Financing Strategy with CalPERS and Approval of Recommended Repayment Plan.**

Presenters: Dan Buffalo, Finance Director; Eric Scriven and Mike Meyer, NHA Advisors.

PowerPoint presentation was given.

Motion/Second: Brown/Mulheren to approve the final recommended unfunded accrued liability financing strategy and payment shape as presented by staff. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

- c. Approval of Contract Amendment with Carollo Engineers for the Design Efforts of the Recycled Water Phase 4 Project.**

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

Motion/Second: Mulheren/Scalmanini to approve contract amendment seven (COU No. 1314-231-A7) with Carollo Engineers for the design efforts of the Recycled Water Phase 4 Project. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

- c. Receive and File Fourth Quarterly Financial Report**

Presenter: Dan Buffalo, Finance Director

PowerPoint presentation was given.

Report was received.

13. NEW BUSINESS

- a. 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 presented.

- b. Possible Adoption of the Ordinance Amending Division 5, Chapter 2 of the City Code to Designate the Entity Authorized to Make Determinations on Livestock Permits – From Consent Calendar Agenda Item 7b**

Presenters: Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Darcy Vaughn, Assistant City Attorney.

Motion by Scalmanini for the City Council to tell the City Staff to apply the law as it is today - the goats are illegal.

Motion failed due to not being an agendized item.

Motion/Second: Brown/Mulheren to approve the adoption of the Ordinance Amending Division 5, Chapter 2 of the City Code to Designate the Entity Authorized to Make Determinations on Livestock Permits. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

ORDINANCE 1205

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING DIVISION 5, CHAPTER 2 OF THE CITY CODE TO DESIGNATE THE ENTITY AUTHORIZED TO MAKE DETERMINATIONS ON LIVESTOCK PERMITS.

c. Approve Amended Scope of Work in Pioneer Law Group Retainer Agreement – From Consent Calendar Agenda Item 7g.

Presenter: David Rapport, City Attorney.

Motion/Second: Brown/Mulheren to approve and authorize City Manager to sign Engagement Letter Amendment 1 (*COU No. 1920-260-A1*), with the Pioneer Law Group. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Orozco, and Crane. NOES: Scalmanini. ABSENT: None. ABSTAIN: None.

Two-councilmember and Subsequent Mayor Directive - Councilmember Scalmanini and Vice Mayor Orozco direct staff to agendize an item to apply law regarding goats.

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. SCU-K-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. SCU-K- 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)

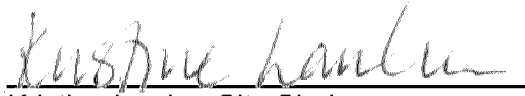
Property: APN Nos: 157-050-03, 157-060-02, 157-050-04, 157-050-03, 157-030-02, 157-050-01, 157-050-02, 157-050-10, 157-050-09, 157-070-01, 157-070-02, 003-190-01

Negotiator: Sage Sangiacomo, City Manager; Negotiating Parties: Dave Hull and Ric Piffero
Under Negotiation: Price & Terms of Payment"

No Closed Session was held.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 8:37 p.m.



Kristine Lawler, City Clerk



**2020 CDBG-CV1 APPLICATION
PUBLIC FACILITY IMPROVEMENT PROJECT**

Description of Design Phase Public Hearing and Local Application Process

In addition to technical assistance provided year-round to prospective CDBG applicants, the City annually, or when eligible to apply for a CDBG grant, conducts a pre-application design phase public hearing and local application process shortly after a NOFA is released. The City published notice of its 2019-20 CDBG NOFA design phase public hearing in the Ukiah Daily Journal on February 11, 2020. The design phase public hearing was held on February 21, 2020.

This public hearing also initiated the City's CDBG local application process. Applications were due from local applicants, including City Departments, on March 6, 2020.

Copies of February 21 meeting minutes and handouts (2019-20 City of Ukiah CDBG Local Application and Key Dates) are attached.

**CITY OF UKIAH
CDBG Local Application Meeting
Civic Center Conference Room 3
300 Seminary Avenue
Ukiah, CA 95482
February 21, 2020
10:00 a.m.**

1. CALL TO ORDER

Craig Schlatter called the CDBG Local Application meeting to order at 10:00 a.m. in Conference Room 3 at the Ukiah Civic Center, 300 Seminary Avenue, Ukiah, California.

Craig Schlatter presiding.

2. ROLL CALL

Present:

Craig Schlatter, Alicia Tlelo, Jacqueline Williams,
Anna Shaw

Staff Present:

Craig Schlatter, Community Development Director
Alicia Tlelo, Assistant Planner

Others present:

None

3. INTRODUCTION TO CDBG

Started at 10:00 a.m.

4. OTC INFORMATION

Started at 10:05 a.m.

5. QUESTIONS

Staff answered questions and provided general technical assistance regarding the NOFA and application requirements.

6. NOFA APPLICATION INFORMATION AND SUBMITTAL QUESTIONS

Started at 10:15 a.m.

7. NATIONAL OBJECTIVES

Started at 10:27 a.m.

8. FUNDING AND ACTIVITY LIMITS

Started at 10:42 a.m.

- a. Housing and Community Development
- b. Dates and deadlines

9. QUESTIONS

Minutes of the CDBG Local Application Meeting, February 21, 2020, Continued:

Staff answered questions and provided general technical assistance regarding the NOFA and application requirements.

10. ACTIVITY DELIVERY, THRESHOLD REQUIREMENTS, AWARD ANNOUNCEMENTS, FEDERAL PROGRAM REQUIREMENTS

Started at 10:47 a.m.

11. LOCAL APPLICATION INFORMATION RUNDOWN

Started at 10:55 a.m.

Presenter: Craig Schlatter, Community Development Director

PUBLIC MEETING CLOSED: 11:12 a.m.



Alicia Tlelo, Recording Secretary



COMMUNITY DEVELOPMENT DEPARTMENT

2019-20 CITY OF UKIAH CDBG DESIGN PHASE PUBLIC HEARING AND LOCAL APPLICATION PROCESS SIGN-IN SHEET

Project:	2019-20 CDBG NEFA		Place/Room:	City of Ukiah
Facilitator:	City of Ukiah			

Name	Address	Phone	Email	Signature and Date
Jacqueline Williams	139 Ford Street Ukiah, CA	463-1934	jacqueline@fordstreet.org	Jacqueline Williams
ANNA SHAW	333 LAWS Ave, 95482	463 468 2218	ashaw@meinc.org	Anna
Craig Schlatte	City of Ukiah	463-6219	cschlatte@cityofukiah.com	Craig Schlatte
Alissa Miller	City of Ukiah	463-6268	amiller@cityofukiah.com	Alissa Miller

2019-2020 CITY OF UKIAH CDBG LOCAL APPLICATION PROCESS

KEY DATES

- ❖ **Tuesday, February 11 – Date local applications first accepted by Community Development Department (CDD)**
- ❖ **Friday, February 14 – Date CDBG applications first accepted by HCD**
- ❖ **Friday, February 21 @ 10:00 a.m. Conference Room 3 – CDBG pre-application public meeting (open to members of the public, nonprofits, City staff, etc.)**
- ❖ **Friday, March 6 by 4:30 p.m. – Deadline for local applications**
- ❖ **Wednesday, March 11 – decision on local applications to recommend to City Council, plus corresponding staff report**
- ❖ **Wednesday, March 18 – City Council public hearing and adoption of resolution for application submittal**
- ❖ **Tuesday, April 14 – City of Ukiah CDBG application(s) submitted to HCD**

Note: selected applications will work with CDD to complete the full CDBG application required by HCD between the dates of March 18 and April 14.

2019-2020 STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM



COMMUNITY DEVELOPMENT DEPARTMENT

300 Seminary Ave. Ukiah, CA 95482

Phone: (707) 463-6219; Fax: (707) 463-6204

Email: housing@cityofukiah.com

LOCAL APPLICATION

In response to January 21, 2020 Notice of Funding Availability (NOFA)

Note: completed applications are due by 4:30 p.m. March 6, 2020 to the Department of Community Development, 300 Seminary Ave. Ukiah, CA 95482. For applications to be deemed complete, each question must be answered completely, and any required supporting documentation must be provided.

1. APPLICANT INFORMATION

Organization: _____

Address: _____

Contact Person: _____

E-mail: _____

Fax: _____

Phone: _____

2. PROJECT OR PROGRAM ACTIVITY INFORMATION

Project/Program Name: _____

Project/Program Activity Allocation (refer to NOFA): _____

Address of Project/Program: _____

For Program activities, list the address of the organization.

Amount Requested: _____ (Activity) _____ (AD) _____ (GA)

AD = Activity Delivery; GA = General Administration (refer to NOFA for details)

Are you requesting funding for an OTC project? ____ (Yes) ____ (No)

Are you requesting funding for a competitive program? ____ (Yes) ____ (No)

A separate application must be submitted for each individual project or program. This application cannot be used for multiple activities.

National Objective: ____ (LMA) ____ (LMC) ____ (LMH) ____ (LMJ)

If proposing LMA, Low- Mod Area Benefit, please attach census block group information supporting this national objective.

How many beneficiaries will be assisted through this activity? _____

LMA = number of Low-Moderate Income (LMI) persons in service area that will benefit.

LMC = Number of LMI persons that will benefit.

LMH = Number of LMI households that will benefit.

LMJ = Number of LMI jobs created/retained.

Activity Description:

In the lines below, or in a separate attachment, enter a detailed description of your activity which should include at a minimum: what the activity is, why it is needed, who the beneficiaries will be, where will it take place, how it will be done and when it will be complete. This should be a similar description provided for the NEPA. Additionally, please indicate if this will be a new activity, a modification to an existing activity, or if a new type of assistance will be added to an existing activity.

Detailed Scope of Work – Deliverable Narrative

In the lines below, or in a separate attachment, provide a detailed narrative describing the deliverables that will be completed as part of this activity. (i.e.: Deliverable 1- marketing plan; Deliverable 2- town hall meeting minutes; Deliverable 3- labor compliance files etc.)

3. PROGRAM OR PROJECT FUNDING – MATCHING SOURCES

Is the CDBG funding requested gap funding? ____ (Yes) ____ (No)

If Yes, please attach a separate budget worksheet, listing and describing by line item or as a pro forma, all sources of funding and uses of the funding for the project. If No, please contact the City of Ukiah Community Development Department. Per the CDBG program, CDBG funds are to be used for gap financing and are not to supplant state and local funds that were previously dedicated to this activity.

4. OTC PROJECTS ____ (N/A – program)

If your organization is applying for an Over the Counter (OTC) capital improvement project through the CDBG program, answer the following questions. If your organization is applying for a program, check the line above for N/A.

Do you have site control? ____ (Yes) ____ (No)

If Yes, attach proof of site control.

Do you have bid ready plans and specs? ____ (Yes) ____ (No)

Bid ready plans and specs must be reviewed by the Community Development Department for completeness prior to request for approval of the application by the City Council.

Can your project be ready to go to bid within 90 days of execution of the standard agreement between the City of Ukiah and State of California? ____ (Yes) ____ (No)

Per the 2019-2020 CDBG NOFA, answers to all three questions must be yes to meet threshold requirements for the OTC allocation. OTC projects not meeting threshold requirements will be automatically rejected.

5. APPLICATION CERTIFICATION

Applicant hereby certifies that it has read and understands the regulations governing the State Community Development Block Grant (CDBG) Program, and the City of Ukiah's CDBG Local Application process. Applicant further agrees to abide by such regulations, and that violations of these regulations shall constitute grounds for cancellation of any funding commitment. Applicant hereby certifies that the information submitted in the Local Application and any supporting materials is true, accurate, and complete to the best of its knowledge. Applicant acknowledges and understands that if facts and/or information herein are found to be misrepresented, it shall constitute grounds for the rejection of this application and eligibility for City of Ukiah 2019-20 CDBG projects or programs.

Printed Name/Title

Signature

Date

Printed Name/Title

Signature

Date

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE
2020 W. El Camino Avenue, Suite 670, 95833
P.O. Box 952054
Sacramento, CA 94252-2054
(916) 263-2771 / FAX (916) 263-2763
www.hcd.ca.gov

GAVIN NEWSOM, Governor



January 21, 2020

MEMORANDUM FOR: All Potential Applicants

**FROM: Jennifer Seeger, Acting Deputy Director
Division of Financial Assistance**

**SUBJECT: Community Development Block Grant
Notice of Funding Availability**

The California Department of Housing and Community Development (Department) is pleased to announce the availability of approximately \$60 million (\$30 million in 2019 funds and \$30 million in 2020 funds) in funding for the Community Development Block Grant (CDBG) Program through this Notice of Funding Availability (NOFA). The Department will also be re-allocating prior year program funding as it becomes available, as identified in the 2019-2020 Action Plan to this NOFA.

The amount of funds available as announced in this NOFA shall be allocated between Community Development, Housing, and Economic Development (ED) activities as per statutory requirements, and as identified in the CDBG Program Guidelines (Guidelines).

Funding from this NOFA can be used for a variety of activities, including:

Community Development (CD)

1. Public Facilities
2. Infrastructure
3. Public Services
4. Planning and Technical Assistance

Housing

1. Single-Family Housing Rehabilitation
2. Homebuyer Assistance
3. Infrastructure in Support of Housing
4. Multi-family Housing Rehabilitation

Economic Development (ED)

1. Business Assistance (BA)
2. Microenterprise Assistance (ME)
3. Infrastructure in Support of Businesses

Community Development Block Grant Notice of Funding Availability
January 21, 2020
Page 2

Pursuant to California Health and Safety Code ([HSC](#)) Sections ([§](#)) [50827](#) and [50831](#), there will be special allocations for the following:

1. Economic Development
2. Housing
3. Non Federally Recognized Native American Tribes
4. Colonias as defined by Section 916 of the National Affordable Housing Act of 1990

The Department will be accepting both Competitive and Over-the-Counter (OTC) applications through the eCivis Grants Management System portal beginning February 14, 2020. The application period for different application types is as follows:

NOFA Deadlines

NOFA Release	January 21, 2020
Application submittal	Start Date: February 14, 2020, 9:00 a.m. Pacific Standard Time (PST)

Housing and Community Development Projects and Programs

Housing and Community Development Competitive Program	Application Due Date: April 15, 2020, 5:00 p.m. PST
Multi-family Housing, Housing Infrastructure, and Community Development OTC Project	Application Period Closing Date: September 30, 2020, 5:00 p.m. PST

ED Projects and Programs – Round 1

ED Competitive Program	First Round Due Date: April 15, 2020, 5:00 p.m. PST
------------------------	---

In the event that the ED Competitive funds are not fully awarded in the first deadline, the Department will use a rolling second deadline:

**ED Projects and Programs – Round 2
(Pending availability of funds)**

ED Competitive Program – Round 2	Second Round Due Date: May 15, 2020, 5:00 p.m. PST
----------------------------------	--

In the event that the ED Competitive funds are not fully awarded in the second deadline, the Department will roll any unawarded funds into the ED OTC project allocation.

Community Development Block Grant Notice of Funding Availability
January 21, 2020
Page 3

**ED Projects and Programs – OTC project allocation
(Pending availability of funds)**

ED OTC project allocation	Application Period Closing Date: September 15, 2020, 5:00 p.m. PST
---------------------------	--

In the event that the ED OTC funds are not fully awarded by the application closing date, the Department will roll any unawarded funds into the Multi-family Housing, Housing Infrastructure, and Community Development OTC allocation.

Applicants are encouraged to set-up their profiles in the eCivis portal located at <https://portal.ecivis.com/#/login> as early as possible. Profile set-up instructions can be found on the CDBG webpage at <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml>. Applicants are encouraged to begin the application process early to ensure successful submission before application deadlines. If you have any trouble logging into the portal, or have questions on how to complete the online application, please contact the Department at cdbgnofa@hcd.ca.gov.

The Department will hold workshops in January 2020 to review the NOFA and application process. A link to the eCivis portal, along with a list of workshop dates and times and how to register, is available on the Department's CDBG webpage at <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml>. Information about setting up a profile, submitting an application, and managing awards through the eCivis portal is available under the Training and Technical Assistance tab on the Department's website at <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml>.

To receive CDBG NOFA FAQs and other Program information and updates, please subscribe to the Federal Programs listserv at http://www.hcd.ca.gov/HCD_SSI/subscribe-form.html.

If you have any questions, please submit them to cdbgnofa@hcd.ca.gov.

Attachment

Community Development Block Grant Program 2020 Notice of Funding Availability



**Gavin Newsom, Governor
State of California**

**Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency**

**Douglas R. McCauley, Acting Director
California Department of Housing and Community Development**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
Telephone: (916) 263-2771

Website: <https://www.hcd.ca.gov/grants-funding/active-funding/cdbq.shtml>
Community Development Block Grant Program email: cdbgnofa@hcd.ca.gov

January 21, 2020

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APPENDICES

- Appendix A:** Non-entitlement CDBG Jurisdictions Census and American Community Survey Data Need Scoring
- Appendix B:** Housing Element and Growth Control Requirements
- Appendix C:** Citizen Participation, Public Hearings, and Public Information File Requirements
- Appendix D:** Sample Resolution of Governing Body
- Appendix E:** IDIS Matrix- CDBG Eligibility Activity Codes and National Objectives
- Appendix F:** Accessing CDBG Income Limits by Country and HUD Low/Moderate-Income Area Benefit Data
- Appendix G:** Determining Service Area
- Appendix H:** CDBG Income Survey Information
- Appendix I:** State Objective Criteria and Scoring
- Appendix J:** 2020 CDBG application Certifications and Statement of Assurances
- Appendix K:** DRAFT Standard Agreement

2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

NOTICE OF FUNDING AVAILABILITY

I. Overview

A. Program Authority

The federal Small Cities Community Development Block Grant program (CDBG or CDBG Program) is authorized by the Housing and Community Development Act of 1974 (HCDA) as amended and codified at [Title 42 United States Code \(U.S.C.\) §5301 et. seq.](#), and Subpart 1 of the Federal CDBG Regulations, found at [Title 24 Code of Federal Regulations \(CFR\) §570.480 et. seq.](#) The requirements of the State of California CDBG Program are in [California Health and Safety Code \(HSC\) §§50825-50834](#).

The Federal Omnibus Budget Reconciliation Act of 1981 provides for state administration of the federal Small Cities Community Development Block Grant Program. Pursuant to [HSC §50826.1](#), the California Department of Housing and Community Development's (Department) [CDBG Guidelines \(Guidelines\)](#), the Department's Consolidated Plan, and the Department's Annual Action Plan, set forth the policies and procedures governing the state's management and use of these funds. In addition to the Guidelines, Program participants must comply with federal regulations contained in [24 CFR Part 570, Subpart I](#); [24 CFR Part 58](#); and [2 CFR Part 200](#). If Congress or the state Legislature add or amend any requirements concerning the use or management of these funds, Grantees shall comply with such requirements. [See 24 CFR §570.480 et seq.](#) for additional general provisions.

Note: The HCDA was codified as Title 42 of the U.S.C., §5301, et. seq.: thus, those citations are interchangeable and cite the same statute language. For example, the citation of HCDA 105(a)(22) and 42 U.S.C. §5305(a)(22) are references to the same statute language. For the purposes of this NOFA we will use the 42 U.S.C. §5301 citations for references to the federal statutes.

B. Program Eligibility

CDBG funds are provided as grants to nonentitlement jurisdictions. Non entitlement jurisdictions are jurisdictions that either do not have sufficient population to participate in the United States Department of Housing and Urban Development's (HUD) direct entitlement program, or that choose not to participate in HUD's direct entitlement program in favor of participating in the state CDBG Program. Applications may only be submitted by jurisdictions (City, County, or Town). Jurisdictions are encouraged to partner with districts, agencies, nonprofit service providers, and other community organizations whenever appropriate to prepare and submit applications for CDBG funding.

Grants can vary based on annual allocations and Activity limits. Grants must meet one of three national objectives:

1. Benefit low- to moderate-income (LMI) persons
2. Aid in the prevention or elimination of slums or blight, or
3. To meet an urgent need.

For the purposes of this NOFA, no Urgent Need applications will be accepted through the NOFA application process without prior Department approval. If you have a program or a project that meets the criteria of Urgent Need, as established at [24 CFR 570.483\(d\)](#), and you believe your proposed project or program must use Urgent Need as a National Objective to be program eligible, please contact your Department representative for further instructions.

Please see Appendix A for a list of eligible jurisdictions.

C. Timeline

The timeline below identifies deadlines for the 2019-2020 Program year application process.

NOFA Deadlines

NOFA Release	January 21, 2020
Application Submittal	Start Date: February 14, 2020, 9:00 a.m. Pacific Standard Time (PST)

Housing and Community Development Projects and Programs

Housing and Community Development Competitive Program	Application Due Date: April 15, 2020, 5:00 p.m. PST
Multi-family Housing, Housing Infrastructure, and Community Development OTC Project	Application Period Closing Date: September 30, 2020, 5:00 p.m. PST

Economic Development (ED) Projects and Programs – Round 1

ED Competitive Program	First Round Due Date: April 15, 2020, 5:00 p.m. PST
------------------------	---

In the event that the ED Competitive funds are not fully awarded in the first deadline, the Department will use a rolling second deadline:

Economic Development (ED) Projects and Programs – Round 2 (Pending availability of funds)

ED Competitive Program – Round 2	Second Round Due Date: May 15, 2020, 5:00 p.m. PST
----------------------------------	--

In the event that the ED Competitive funds are not fully awarded in the second deadline, the Department will roll any unawarded funds into the ED OTC Project allocation.

**ED Projects and Programs – OTC Project allocation
(Pending availability of funds)**

ED OTC Project allocation	Application Period Closing Date: September 15, 2020, 5:00 p.m. PST
---------------------------	--

In the event that the ED OTC funds are not fully awarded by the application closing date, the Department will roll any unawarded funds into the Multi-family Housing, Housing Infrastructure, and Community Development OTC allocation.

Applications submitted before the application start date or after the respective due date or closing date will not be accepted. There will be no exceptions. The Department recommends Applicants plan to submit prior to the final due or closing date to provide opportunity for troubleshooting if needed. Each application will be digitally time stamped upon submittal.

D. What is new in this NOFA

This NOFA is the result of a two-year redesign collaboration with the Department, CDBG stakeholders, and HUD. The goal of this redesign was to achieve the following objectives:

1. Align the state CDBG Program in California with the federal regulations that govern the Program.
2. Increase local capacity to plan for and operate the Program.
3. Improve Program communication and operations.
4. Ensure activities are implemented, and funds expended, by grant recipients, in a timely manner.
5. Address material findings in Program operations as discovered by HUD.

Additionally, the state CDBG Program has been redesigned to comply with federal regulations. SB 106 (2017) gave the Department authority to develop state CDBG Guidelines to administer the state CDBG Program. As per the state statute, [HSC §50826.1](#), the CDBG Guidelines, once adopted by the Department of Finance, would effectively replace the California State CDBG regulations at Title 25 California Code of Regulations (CCR) §§7050-7126. The CDBG Guidelines were adopted and became effective October 15, 2019. Such as, the California State CDBG regulations at Title 25 CCR §7050, et seq., have no regulatory authority over the Program and are scheduled for removal.

This change to state CDBG Guidelines was made to remove any unnecessary barriers for Applicants to apply for, and expend, CDBG funds.

The two most significant redesign related changes to this NOFA cycle are:

1. The addition of an Over-the-Counter (OTC) application process for all capital construction projects. The intent of this process is to shorten the period between when a jurisdiction applies for project funding and when the funding is awarded. It will allow jurisdictions to apply for Program funding when projects are ready for implementation, as opposed to a fixed Competitive funding cycle. OTC means the first complete and eligible applications received will be the first to be reviewed and awarded, provided the application is complete and meets all of the program eligibility criteria.
2. The implementation of the new eCivis Grants Management System (GMS) is called "Grants Network". Grants Network will allow Applicants to apply for CDBG funding online and will track the status of their application once submitted. This new system is easier to navigate and does not require Applicants to submit hard copies of the application to the Department. Grants Network will support programs and projects from application through to implementation and closeout and will connect with other digital accounting and reporting systems used by both the Department and HUD.

II. Definitions

Except as otherwise defined herein, all defined terms have the meaning set forth in [24 CFR §570.3 and in the CDBG Guidelines](#).

III. Nondiscrimination

All applicants will be required to comply with the nondiscrimination clauses included in Appendix K Draft Standard Agreement Exhibit D Sections 10-12.

IV. Allocation

A. Funding

Funds will be allocated according to federal regulations found in [24 CFR §570](#) and state statute, as found in [HSC §50827](#) et seq. For more information, please reference the CDBG Guidelines located at <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg/docs/Final-CDBG-Program-Guidelines-2019.pdf>. The tables below include the estimated percentage of funding available for set-asides and funding caps for the 2019 and 2020 allocations. The allocations will be set aside from each year's funding. The limits apply to each year's allocation.

1. State allocations

Economic Development (ED)

30 percent of each annual allocation. Approximately \$18 million is estimated to be available for ED activities.

ED Competitive Programs

Approximately \$5.4 million is estimated to be available for Economic Development Competitive programs.

ED OTC projects

Approximately \$12.6 million is estimated to be available for economic development OTC projects.

Housing and housing related infrastructure

51 percent of each annual allocation. Approximately \$30.6 million is estimated to be available in a set-aside for housing assistance, housing services, housing-related facilities, and housing-related infrastructure.

Housing Assistance Competitive Programs

Approximately \$5.5 million is estimated to be available for housing assistance competitive programs.

Multifamily housing rehabilitation and infrastructure in support of housing OTC projects

- Approximately \$12.5 million is estimated to be available for multifamily housing rehabilitation and infrastructure in support of housing projects.
- An additional \$12.6 million will be available for housing related planning, public services, and public facilities out of the Community Development allocation.

2. Special allocations

Colonias

5 percent of each annual allocation. Approximately \$3 million is estimated to be available to Colonias jurisdictions. The Colonias allocation is exempt from the \$3.5 million per jurisdiction limit.

Nonfederally recognized tribes

1.25 percent of each annual allocation. Approximately \$750,000 is estimated to be available to nonfederally recognized tribes. The nonfederally recognized tribe allocation is exempt from the \$3.5 million per jurisdiction limit.

3. Federal limits

Public services

15 percent of each annual allocation. Approximately \$9 million will be available for public services, including public services in support of housing.

Planning and administration

HUD allows up to 20 percent of each annual allocation to be used for planning and administration. This includes the 3 percent allowed for state administration costs. All activities will be allowed a flat 7 percent administration allocation. The remaining 10 percent will be available for planning applications. Approximately \$6 million will be available for planning awards, including planning in support of housing and Economic Development activities.

Note: The above allocations and limits do not total the amount available. These allocations and limits overlap, and applications may be counted against multiple allocations and/or limits. Please see the application solicitation for the available funding for each application type.

B. Insufficient demand

If there is insufficient demand for an identified allocation, the Department may make awards to other qualifying activities to meet the timeliness of federal funds requirements.

C. Department rights

The Department reserves the right, at its sole discretion and at any time, to rescind, suspend or amend this NOFA and any or all of its provisions. If such an action occurs, the Department will notify interested parties via its listserv email tool and website.

D. Conditions

Applicants and awardees acknowledge that the funding opportunities referenced in this NOFA, and all obligations of the Department herein, are expressly subject to and conditioned upon the ongoing availability of funds, as well as the continued authority of the Department to operate the CDBG Program. In the event that funds are not available to fund any, or all, activities offered herein, or if the Department's authority to operate the CDBG Program or act under this NOFA is eliminated, or in any way restricted, the Department shall have the option, at its sole discretion, to amend, rescind, suspend, or terminate this NOFA and any associated funding pursuant to the provision set forth immediately above. This NOFA is not a commitment of funds to any activity or applicant.

E. Applicant responsibility

It is the Applicant's responsibility to ensure that the application submitted is clear, complete, and accurate. After the application submittal deadline, CDBG may request clarifying information, provided that such information does not affect the competitive ranking of the application. No information will be solicited or accepted if such information results in a competitive advantage to an applicant. No Applicant may appeal the Department's evaluation of another Applicant's application.

V. Eligible Activities

For a complete list of eligible activities allowed under the HCDA, go to [42 U.S.C. §5305](#). Housing and Community Development activities should be located in predominantly residential areas or should serve predominantly residential areas to be eligible.

Pursuant to [24 CFR §570.482](#), eligible activities for funding the CDBG Program include, but are not limited to:

A. Housing Assistance

1. Single Family (1-4 units) Homebuyer Assistance
2. Single Family (1-4 units) Housing Rehabilitation
3. Multifamily Single Family (1-4 units) Housing Acquisition and Rehabilitation
4. (5 or more units) Housing Rehabilitation
5. Infrastructure in Support of Housing

B. Public Facilities and Public Infrastructure

1. Acquisition
2. Rehabilitation
3. Construction

C. Public Services

1. Senior and Youth Services
2. Health, Nutrition, and Homeless Services
3. Job Training
4. Other eligible public services

D. Planning and Technical Assistance

E. Economic Development

1. Business Assistance
2. Microenterprise Assistance
3. Infrastructure in Support of Businesses

VI. National Objectives

Each Activity that receives CDBG funding must meet all the benefit requirements detailed by [24 CFR 570.483-570.484](#).

At least 70 percent of the funds awarded shall benefit low- to moderate-income (LMI) individuals or households. No Activity or portion of a program assisted by these funds may exclude from its benefits the lowest income eligible group. Individual activities shall meet one of the following national objectives:

A. Low- to moderate-income (LMI)

Persons, households, and/or neighborhoods benefiting from LMI activities must meet HUD's LMI requirements. Income limits are regularly updated. Applicants will be notified via a news blast email and information will be posted on the Department's website if the HUD Adjusted Median Family Income (HAMFI) limits or low- to moderate-income areas (LMA) are updated during the application period.

The LMI National Objective consists of the following categories:

1. Low- to moderate-income Limited Clientele (LMC), as defined by income limits or presumed benefit.
 - a. LMC refers to persons who earn 80 percent or less of HAMFI for the county of residence, as updated annually by HUD.

- b. Presumed benefit LMC refers to persons who, as a category, are typically low income.
 - 1) Seniors
 - 2) Persons with a disability
 - 3) Homeless persons
 - 4) Abused children and battered spouses
 - 5) Illiterate adults
 - 6) Persons living with acquired immunodeficiency syndrome (AIDS)
 - 7) Migrant farmworkers
2. LMA benefit identified using census tracts and block groups. LMA may also be identified through an income survey. See Appendix H for additional information regarding income surveys.
 - a. Is based on the American Community Survey using Census Geographies.
 - b. At least 51 percent of households in the area must be earning at 80 percent or below HAMFI to meet LMA.
 - c. Must be contiguous and the area should be mapped to show eligibility.
 - d. Activity must be a public benefit for the area, such as streets and sidewalks, sewer/water infrastructure, community facilities, or park improvements.
 - e. LMA eligibility should be determined from the map application at HUD's [Low- and Moderate-Income Summary Data](#) Application page. [Instructions for HUD's mapping application](#) are available to assist in using the map application.
 - 1) Low- to Moderate-Income Housing (LMH) defined by household income limits
 - a) Households earning 80 percent or less of HAMFI.
 - 2) Low- to Moderate-Income Job Creation or Retention Activities (LMJ)
 - a) LMJ is based on the number of full-time equivalent jobs created or retained
 - b) Must create or retain jobs, and 51 percent of those jobs must be for LMI persons.
 - c) To meet the public benefit requirements for LMJ activities, for every \$35,000 spent, one full-time equivalent job must be created/retained.

B. Slums and Blight

1. Areas must be geographically defined and publicly identified as slums or blighted, typically by a council or board resolution, before the activity is considered.
2. Activities must aid in the prevention or elimination of slums or blight as described in [24 CFR §570.482](#).

C. Urgent Need

For the purposes of this NOFA, no Urgent Need applications will be accepted through the NOFA application process without prior Department approval. If you have a program or a project that meets the criteria of Urgent Need, as established at [24 CFR 570.483\(d\)](#) and you believe your proposed project or program must use Urgent Need as a National Objective to be program eligible, please contact your Department representative for further instructions.

VII. Eligible Applicants

Applicants must meet the following requirements when the application is submitted to be eligible to apply for funding under this NOFA:

A. Eligible jurisdictions

Any California City or county is eligible to apply for CDBG Program funding except a City or county that participates in the HUD-administered CDBG Entitlement Program. Incorporated cities located in an urban county as defined by [42 U.S.C. 5302\(a\)\(6\)](#) must formally elect to be excluded from participation in the urban county entitlement status. HUD must be notified that the City has elected to be excluded from the urban county participation as per [24 CFR 570.307\(g\)](#) for it to be eligible for the state CDBG Program. Eligible applicants may use the following approaches. Only eligible activities from eligible applicants will be scored and ranked.

1. An eligible Applicant may apply on its own behalf.
2. An eligible Applicant may apply on behalf of one or more other eligible Applicants.
3. Two or more eligible Applicants, which share a program, may submit a joint application.
4. In addition to Activity and application limits identified in the NOFA, an eligible Applicant may apply for activities in service areas within or outside of the Applicant's jurisdiction when there are concentrations of Native Americans ([HSC §50831](#)) or where there is a designated Colonia as described by Section 916 of the National Affordable Housing Act of 1990, provided the concentration is within an eligible City or county.

B. 50 Percent Rule

Any Applicant with one or more current and open CDBG Standard Agreements, for which the expenditure deadline established in the agreement(s) has not yet passed, shall be ineligible to apply for any additional CDBG funds for the same type of Activity (s) included in those open CDBG Standard Agreement(s) unless the Applicant has expended at least 50 percent of CDBG funds previously awarded (the "50 Percent Rule") for that Activity; or unless a waiver to the rule has been approved by the Director, as allowed at [HSC §50833\(f\)](#). The requirements of this subsection do not apply to OTC awards.

C. 2 CFR Part 200 compliance

The Applicant must demonstrate to the satisfaction of the Department that it is in compliance with the financial management requirements at [2 CFR §200](#), including the single audit requirements of [2 CFR §200.501](#). The Applicant must provide the Department with its most recent single audit, if applicable.

If the Applicant has open single audit findings and does not have a plan or agreement to remediate those findings, the Applicant will be deemed ineligible for funding through the state CDBG Program until the findings are resolved or a remediation plan or agreement is established.

D. Housing Element compliance

As per [HSC §50830](#), the Applicant must comply with all Housing Element requirements listed in [Government Code §65580](#) et seq. Applicants without a certified Housing Element must show proof of effort in attaining compliance in a timely manner. Failure to meet Housing Element certification requirements will invalidate the application for this NOFA and the Applicant will be deemed ineligible for funding through the state CDBG Program until the Housing Element is in compliance or is on course for compliance.

E. Good standing

The Applicant, and any co-Applicant, together with the respective affiliates, must be in good standing with the Department (*i.e.*, are current on all loan and/or grant obligations, have a satisfactory past performance history in all of their prior dealings with the Department, and are in full compliance with all Department contracts and reporting requirements.) Applicants not meeting the foregoing requirements shall be ineligible to apply for or receive funding under this NOFA.

F. Federal debarment

Pursuant to [24 CFR Part 5](#), all CDBG Grantees are required to verify they and their principals, or any/all persons, contractors, consultants, businesses, sub-recipients, etc., that are conducting business with the Grantee are not presently debarred, proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction or in any proposal submitted in connection with the covered transaction.

The Department will not award any CDBG funds to Applicants that are debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation from federally assisted programs. Applicants are responsible for providing proof that all program partners, subrecipients, contractors, and any other program participants, current or future, are not debarred. Applicants must provide proof from the federal [System for Award Management](#) that the Applicant, all application partners, and any subrecipients, developers, consultants, and contractors participating in the application, the potential administration of the award, or the potential implementation of the Activity are not debarred.

G. Restrictions on multiple activities in the same political districts

Applications for eligible activities outside the Applicant's jurisdiction must include a legally binding agreement, acceptable to the Department, with the City or county in which the eligible Activity is located. Applicants may not apply to both the state CDBG Program and to a CDBG Program administered by an Urban County or other entitlement entity during the same program year.

VIII. Funding and Activity limits

IMPORTANT NOTE:

All applications must be submitted through the [eCivis Portal](#); no hard copies will be accepted. Jurisdictions will submit one application per Activity. Each jurisdiction can submit up to six (6) applications during this NOFA cycle. Each Activity must have a unique application with a completed budget, national objective, scope of work, and milestone timeline. There will be no "combo" activities or applications accepted in this NOFA. Each Activity, both projects and programs, is stand-alone with a discrete budget and scope of work. General Administration should be budgeted for each Activity up to the cap allowed for that Activity. Each Activity will have a stand-alone Standard Agreement for that Activity. Applicants are encouraged to review the attached draft Standard Agreement as a sample of the applicable terms and conditions.

A. Housing and Community Development Activities

The maximum total grant award for all activities for Community Development Activities is \$3.5 million per jurisdiction. This maximum does **not** include Program Income. Jurisdictions that commit Program Income to an Activity may exceed the maximum grant award total, including Program Income. In no event shall the new grant award exceed the maximum per jurisdiction limit of \$3.5 million. Per jurisdiction limits do not include Colonia and Native American set-asides.

The below limits are new grant awards limits per Activity. Program Income is **not** included in either Activity or jurisdiction award limits. Total Activity budgets may exceed the award limits when Program Income is budgeted to the Activity; however, the new grant award per Activity shall not exceed the maximums below. Per-Activity limits do not include Colonia and Native American set-asides.

1. Housing Activities

- a. Single-Family Housing Rehabilitation Program, 1-4 units - up to \$1 million
- b. Homeownership Assistance Program - up to \$1 million
- c. Housing Project: Multifamily Rental (5 or more units), Rehabilitation with or without acquisition - up to \$3.5 million
- d. Housing Project: Acquisition of Real Property for Multifamily housing projects - up to \$3.5 million
- e. Public Improvements in Support of Housing: New Construction - up to \$3.5 million

2. Non Housing Community Development Activities

- a. Public Improvements (other than In Support of Housing or Businesses) - up to \$3.5 million
- b. Public Facility - up to \$3.5 million
- c. Project Predevelopment (limited to 2 grant awards this NOFA) - up to \$500,000
- d. Public Services - up to \$500,000
- e. Planning & Technical Assistance - up to \$250,000

B. Economic Development Activities

Maximum total grant award limit is \$6 million, including all Activities except ED OTC, Colonia, and Native American set-asides. ED OTC is a stand-alone application subject to the ED OTC limits noted below. This maximum does **not** include Program Income. Jurisdictions that commit Program Income to an Activity may exceed the maximum grant award total including Program Income. The new grant award shall not exceed the maximum per jurisdiction limit of \$6 million. ED limits do not include Colonia and Native American set-asides.

The below limits are new grant awards limits per Activity. Program Income is **not** included in either Activity or jurisdiction award limits. Total Activity budgets may exceed the award limits when Program Income is budgeted to the Activity; however, the new grant award per Activity shall not exceed the maximums below. Per Activity limits do not include Colonia and Native American set-asides. The maximums per application type are as follows:

1. Competitive applications
 - a. Business Assistance - up to \$750,000
 - b. Micro-Enterprise Assistance - up to \$500,000
2. OTC applications
 - a. Public Infrastructure In-Support of Businesses - up to \$6 million
 - b. Commercial/Industrial Building Acquisition, Construction, Rehabilitation, or other improvements - up to \$6 million

C. Colonias and Native American Communities Allocations

Applications for these allocations may be in addition to other applications submitted by an eligible jurisdiction. Applications submitted under this section will be independently evaluated and ranked against other applications for these respective special allocations, without regard to the ranking of an application submitted pursuant to another section of this NOFA. Applications for these allocations are not included in the per-jurisdiction grant award maximums.

D. Milestones

All CDBG-funded activities must be implemented according to the milestones defined in the Standard Agreement. Applicants must include at least two milestones per Activity application – a milestone for Activity initiation and a milestone for Activity closeout. Additional milestones are optional, though encouraged for best practice Activity implementation.

IX. Program Administrative and Activity Delivery Costs

A. General Administration

Pursuant to §§208-209 of the state CDBG Guidelines, Grantees may expend a portion of the grant amount for general administrative (GA) costs provided that such amounts

are justified for the type and complexity of the program, and that there are records to satisfactorily document these charges.

Administrative costs may include, but are not limited to, the following categories:

1. Salaries, wages, and related costs of the Grantee's staff engaged in activities associated with the general administration of the CDBG Program, including general management, general legal services, accounting, and auditing.
2. Travel costs incurred in carrying out the general management of the program.
3. Administrative services performed under third-party contracts, including contracts for such services as general legal services, accounting services, and audit services.
4. Other costs for goods and services related to the general management of the program, including rental and maintenance of office space, insurance, utilities, office supplies, and rental or purchase of office equipment.
5. Costs incurred in providing information and resources to individuals, families, and households in the LMI group; and to citizen organizations participating in the planning, implementation, or assessment of the Grantee's program.
6. Administrative funding can also be used for fair housing activities in compliance with the requirements of §103 of the state CDBG Guidelines. If a cost cannot be associated with one of the above listed groups and cannot be associated with direct project costs, the Department will, upon the Grantee's request, decide whether it is an administrative cost, an Activity delivery cost, or an ineligible cost according to [24 CFR §§570.489](#) and [570.482](#).

The GA cap for grant awards is **7 percent** of the total award. Applicants may elect to assign more funds to Activity costs and take less than the 7 percent GA allocation. GA for Program Income funds is **17 percent**. For project budgets with both grant award and Program Income as funding sources, please identify how much GA will be from each source to ensure that GA stays within the program caps.

B. Activity Delivery

Activity Delivery (AD) costs are those costs directly related and necessary to successively complete a specific Activity, such as loan underwriting costs, architecture and engineering design costs, and labor compliance review costs.

In past NOFAs, the Department provided detailed restrictions on AD allocations to ensure as much funding as possible is attributed to assisting beneficiaries. The Department is re-evaluating AD limitations to improve overall budgeting and Activity performance. AD limits for all activities except housing Rehabilitation Administration have been eliminated. Applicants must include a budget line item for AD if there will be AD costs as part of the Activity. The AD limit for Housing Rehabilitation administration will be **20 percent** of the total grant award. AD for Rehabilitation Administration will be charged as a total of the award, not on a loan-by-loan or, in the case of emergency repair programs, grant-by-grant, basis.

X. Threshold requirements

The following threshold requirements must be met at the time of application:

- A.** City or county must be a non entitlement jurisdiction and must not currently be party to an Urban County Agreement or participate in, or be eligible to participate in, the HUD administered CDBG Entitlement Program.
- B.** The Activity applied for must be an eligible Activity as defined by [42 U.S.C. §5305](#).
- C.** The Activity must meet a CDBG national objective as defined by [24 CFR §570.483](#).
- D.** The Applicant must demonstrate to the satisfaction of the Department that it is in compliance with the financial management requirements of [2 CFR §200](#).
- E.** Pursuant to [24 CFR §570.486](#), applications must follow CDBG Public Participation regulations.
- F.** The Applicant must have complied with all the requirements listed in [HSC §§50829](#) and [50830](#) regarding Housing Element law. Pursuant to the law, CDBG will not reject an application based on either the content of the Housing Element or the Department's findings on the Element, except as may otherwise be provided in [HSC §50830](#). The determination of Housing Element compliance will be made by the Department's Division of Housing Policy Development (HPD).
- G.** The Applicant must demonstrate, to the satisfaction of the Department, that it is in compliance with the state and federal submission requirements of [2 CFR §200.512](#), and provide their most recent single audit as applicable.
- H.** The Applicant must be in good standing with the Department as defined in Section VII of this NOFA.
- I.** The applicant must demonstrate, to the satisfaction of the Department, that it is meeting the State Objectives as defined in Appendix I. (NOTE: State Objectives are a threshold requirement in the OTC application, but may be used to increase points in the Competitive applications.)
- J.** The Applicant must demonstrate compliance with [Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970](#) relocation requirements as applicable.
- K.** The Applicant must demonstrate compliance with [Article XXXIV](#), as applicable.

XI. Contents of application

Applications must be electronically submitted through the [eCivis portal](#) and consist of the items identified in the application, as well as any other information deemed necessary by the Department to evaluate the applications. This information provides the basis for assessment and includes the assurances and agreements necessary for compliance with [HSC §50825](#), et seq., [24 CFR §570](#), and [24 CFR §200](#).

XII. Mandatory Department resolution

To reduce delays in the application review, award, and contracting processes, applicants are **required** to use the Department's *Sample Resolution of the Governing Body*. For reference, please see Appendix D.

XIII. Application submission

A. Application workshops

The Department will hold application workshops beginning in January 2020. Please visit the Department's website at <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml>.

Applicants are also strongly encouraged to review available webinars and training materials on the CDBG Program, the CDBG Redesign, using Grants Network, and preparing a CDBG application in Grants Network.

B. Application submission

Applicants **must** follow instructions in both this NOFA and the online application. Failure to follow instructions will result in disqualification.

The CDBG application and all required attachments must be submitted to the Department through the GMS Portal located at <https://portal.ecivis.com/#/login>. Applications must include all required information to be submitted. Applicants must certify that all information is true and complete to the best of their knowledge, on penalty of perjury.

Applicants that do not have an account with eCivis should log into the eCivis portal. Use the "Create an account" option to initiate a profile.

Applications must meet all threshold and eligibility requirements upon submission. It is the Applicant's responsibility to ensure that the submitted application is clear, complete, and accurate. Department staff may request clarifying information, but are unable to accept any new documentation that would provide an unfair advantage over other applications.

C. Disclosure of application

Information provided in the application will become public record available for review by the public pursuant to the California Public Records Act (California [Government](#)

Code §6250 et. seq). As such, the Department may disclose any materials provided by the Applicant to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including, but not limited to, bank account numbers, personal phone numbers, home addresses, or other personally identify information. By providing this information to the Department, the Applicant is waiving any claims of confidentiality, and consents to the Department's disclosure of the Applicant's material upon receipt of a Public Records Act request.

XIV. Application review, approval, and commitment process

A. Application review

All applications are required to pass threshold requirements. Failure to meet threshold will result in immediate disqualification. Applications that do not meet threshold will not be reviewed.

All applications will be reviewed for Activity eligibility. Activities that do not meet program eligibility will be disqualified.

1. Competitive applications

Competitive applications that pass threshold and eligibility will be scored according to the evaluation criteria outlined in the application under the Readiness Section.

Scores include two components:

- a. Need Score – need scores are set scores for different Activity types that are based on public data sets that indicate the severity of community need for a specific Activity. The Department prepares the need scores and will provide the scores as Attachment A to this NOFA.
- b. Activity Readiness – Activity readiness is an indicator of Applicant preparedness for Activity implementation. Applicants are strongly encouraged to complete as much preparation as possible prior to application submittal to shorten the time between award and expenditure. The scoring weight for each readiness criteria is included in the application instructions.

Each application will receive two reviews. Scores will be totaled for each reviewer and summed for the Activity along with the need score. Applications will be ranked based on highest score. Applicants may request a copy of their reviews at any time after the scoring and announcement of awards has been completed.

2. OTC applications

OTC applications that pass threshold and eligibility review will be reviewed on a first-come, first-served basis. Each application will be reviewed by two separate staff to ensure consistency and transparency. Applications that are eligible, complete, and that satisfy readiness requirements will be recommended for funding. Applicants may request a copy of their application reviews after the review has been completed and the Applicant has been notified of the results.

B. Recommendations

The Department will review applications and make award recommendations according to the above criteria. Applicants that are recommended for awards will be contacted and provided with an opportunity to update project schedules or other date-dependent data that may have aged during the Applicant review period. Applicants will officially be notified of awards through the eCivis Grants Network. The award notification will include instructions for accepting or declining the award, as well as an executable Standard Agreement. Applicants that are not recommended for awards will be officially notified via email that their application was not awarded.

C. Standard Agreements

Successful applicants (awardee(s)) will enter into a Standard Agreement with the Department. A draft sample is included as Attachment K of this NOFA. The Standard Agreement contains all the relevant state and federal requirements, Activity performance and management requirements, and disbursement requirements. A condition of award will be that a Standard Agreement must be executed by the awardee(s) within 30 days (contracting period) of the awardees' receipt of the Standard Agreement(s). Failure to execute and return the Standard Agreement(s) to the Department within the contracting period will result in award cancellation. Award cancellations are final.

XV. Appeal criteria and process

A. Criteria

Upon receipt of the Department's notice that an application has been determined to be incomplete or fails threshold, Applicants under this NOFA may appeal such decision(s) to the Department pursuant to this section.

No Applicant shall have the right to appeal a decision from the Department relating to another Applicant's eligibility, point score, award, denial of award, or any other matter related thereto.

The appeal process provided herein applies solely to decisions the Department made in this program NOFA, and does not apply to any decisions made with respect to any previously issued NOFAs, or decisions to be made pursuant to future program NOFAs.

B. Appeal process and deadlines

In order to lodge an appeal, Applicants must submit to the Department, by the filing deadline set forth below, a written appeal, which states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the Applicant must provide a detailed reference to the area(s) of the application that provide clarification and substantiation for the basis of the appeal. No new or additional information will be accepted if this information would result in a competitive advantage to an Applicant. Once the written appeal is submitted to the Department, no further information or materials will be accepted or considered thereafter.

Appeals are to be submitted to the Department either via email at cdbgnofa@hcd.ca.gov, or at the following address:

California Department of Housing and Community Development
Attn: CDBG Program Appeals
2020 W. El Camino Avenue, Suite 500
Sacramento, California 95833

The Department will accept appeals through a carrier service such as the U.S. Postal Service, UPS, FedEx, or other carrier services that provide date stamp verification of delivery. Deliveries must be received during the Department's weekday (non state holiday) business hours of 9:00 a.m. to 5:00 p.m. PST. Emails to the email address listed above will be accepted so long as the email time stamp is prior to the appeal deadline.

Filing Deadline: Appeals must be received by the Department no later than five (5) business days from the date the Department notifies the Applicant that their application has failed to meet eligibility, threshold, or has failed to score high enough in readiness to qualify for award. Late appeals will not be reviewed.

C. Appeal Decisions

It is the Department's intent to render its decision in writing within fifteen (15) business days of receipt of the applicant's written appeal. All decisions rendered shall be final, binding, and conclusive, and shall constitute the final action of the Department with respect to the appeal.

D. Effectiveness

If the applicable statutes and/or Guidelines governing the CDBG Program contain an existing process for appealing decisions of the Department with respect to NOFA awards, then this section shall be inapplicable, and such existing authority shall govern all appeals.

XVI. Awards announcement and grant implementation

Awards announcements

The Department anticipates awards will be announced within 90 days of the Competitive application deadlines. OTC awards will be announced as applications are approved for funding. Until awards are announced, the CDBG staff will not be able to discuss the status of applications.

Within 60 days from the award announcement date, unsuccessful Applicants will have the opportunity to request an interview with Department staff to discuss their application. Applications and agreements are public information and are available for review upon request.

XVII. Federal program requirements

A. Cross-cutting requirements

The CDBG Program is administered under the rules and regulations promulgated primarily in [24 CFR §570.600 et seq.](#) These primary regulations are known as the federal cross-cutting requirements and form the basis of the programmatic requirements. The Department incorporates all federal cross-cutting requirements into the state CDBG Program, and the regulations in Part 570 are translated into required actions on the part of all Grantees of the state Program.

The following is a summary of the federal cross-cutting requirements:

1. Environmental Standards (based on National Environmental Policy Act of 1969 [NEPA])
2. Labor Standards (Davis-Bacon and related laws)
3. Achieving a HUD National Objective
4. Public participation requirements
5. Fair Housing and Affirmatively Furthering Fair Housing
6. Equal Opportunity and Non Discrimination in federal Grant Programs
7. Federal Procurement Guidelines
8. National Flood Insurance Program compliance
9. Relocation and displacement requirements
10. Employment and Contracting Opportunities Section 3 Compliance
11. Lead-based paint requirements
12. No use of debarred, ineligible or suspended contractors or sub-recipients
13. Uniform Administrative Requirements and Cost Principles
14. Conflict of interest prohibitions
15. Compliance with the Architectural Barriers Act and the Americans with Disabilities Act
16. Compliance with Eligibility Restrictions for certain resident aliens
17. Federal reporting requirements
18. Grant and subrecipient monitoring requirements

B. Relocation Plan requirement

Applicants engaging in project-specific activities that may or will cause the temporary or permanent relocation and displacement of persons, property, or businesses, must provide a project-specific relocation plan as part of the application. The plan must meet the standards established in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA). Applicants must successfully demonstrate that they have met URA requirements prior to the start of the project or displacement Activity. Applicants should include relocation costs in project budgets.

Applicants must provide General Information Notices to persons who may be displaced if the Activity in the grant application is funded. This plan must outline how the Grantee will enforce and manage the project's temporary relocation and displacement activities and estimate what relocation benefits will be required so those costs can be included in the project's development budget.

C. Article XXXIV Compliance

Applicants engaging in low-income housing project activities that are subject to Article XXXIV must show that the project approval process complies with Article XXXIV requirements. The state statutes implementing Article XXXIV can be found at HSC §37000. Exceptions to Article XXXIV can be found at HSC §37001.

D. Procurement

Pursuant to 24 CFR §570.489(g), all Grantees must comply with federal procurement requirements. The Department will review the Grantee's procurement documents for services (i.e., administrative sub-contractor, Davis Bacon consultant, etc.) at time of monitoring.

Requirements for federal procurement can be found at 2 CFR §200.317-326. Applicants are responsible for meeting all federal procurement standards for goods and services funded through federal programs. Failure to meet procurement requirements may result in disqualification, recapture of federal funds, and debarment.

E. Certifications and Statement of Assurances

Applicants must sign and submit the Certifications and Statement of Assurances (Appendix J) with their application to meet threshold. Please review the Statement and confirm compliance with each requirement. Failure to comply with the certifications and assurances may result in disqualification, recapture of federal funds, and debarment.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM- CORONAVIRUS RESPONSE ROUND 1 (CDBG-CV1) NOFA DATED JUNE 5, 2020

BE IT RESOLVED by the **City Council** of the **City of Ukiah** as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California of one application, in the aggregate amount of not to exceed \$108,757, for the following CDBG-CV1 activities, pursuant to the June 2020 CDBG-CV1 NOFA:

City of Ukiah Public Facility Improvement Project	Not to Exceed \$ 92,954
General Administration	Not to Exceed \$ <u>15,803</u>
Total	Not to Exceed \$108,757

SECTION 2:

The City has committed the use of Program Income for activities within its 2019-2020 CDBG application and acknowledges no Program Income is authorized or approved for the CDBG-CV1 activities described in Section 1.

SECTION 3:

The City acknowledges compliance with all state and federal public participation requirements in the development of its application.

SECTION 4:

The City hereby authorizes and directs the City Manager to execute and deliver the application and act on the City's behalf in all matters pertaining to the application.

SECTION 5:

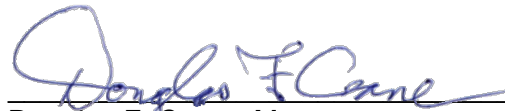
If an application is approved, the City Manager is authorized to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the City Manager is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ukiah held on September 16, 2020 by the following vote:

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



Douglas F. Crane, Mayor
Ukiah City Council

STATE OF CALIFORNIA

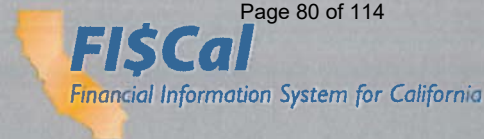
City of Ukiah

ATTEST:

I, Kristine Lawler, City Clerk of the City of Ukiah, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 16th day of September, 2020.

Kristine Lawler, City Clerk of the City of Ukiah of the State of California

By: _____



The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name	City of Ukiah		
Remit-To Address (Street or PO Box)	300 Seminary Ave.		
City	Ukiah	State	CA Zip Code+4 95482
Government Type:	☒ City ☐ County ☐ Special District ☐ Federal ☐ Other (Specify) _____	Federal Employer Identification Number (FEIN)	946000446

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name		Complete Address	
Dept/Division/Unit Name		Complete Address	
Dept/Division/Unit Name		Complete Address	
Dept/Division/Unit Name		Complete Address	

Contact Person	Sage Sangiacomo	Title	City Manager
Phone number	(707) 463-6221	E-mail address	ssangiacomo@cityofukiah.com
Signature		Date	8-19-20



U.S. Department of Housing and Urban
Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov
espanol.hud.gov

**Environmental Review
for Activity/Project that is Exempt or
Categorically Excluded Not Subject to Section 58.5
Pursuant to 24 CFR Part 58.34(a) and 58.35(b)**

Project Information

Project Name: General Administration Activities for Public Facility Improvement Project

Responsible Entity: City of Ukiah

Grant Recipient (if different than Responsible Entity):

State/Local Identifier: CA/Region IX

Preparer: Mireya G. Turner

Certifying Officer Name and Title: Craig Schlatter, Community Development Director

Consultant (if applicable): N/A

Project Location: City of Ukiah, 300 Seminary Ave., Ukiah, CA 95482

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]:

24 CFR 58.34(a)(3), administrative and management activities. The City of Ukiah is seeking CDBG-CV1 funding for general administration activities associated with a public facility improvement project. Activities are expected to include reporting, monitoring, project compliance, and other administrative and management activities associated with administering the CDBG-CV1-funded project over a 1-2 year period.

Level of Environmental Review Determination:

☒ Activity/Project is Exempt per 24 CFR 58.34(a): (3), administrative and management activities.

☐ Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b):

Project Name

Project Locality and State

HEROS Number

Funding Information

Grant Number	HUD Program	Funding Amount
TBD	CDBG-CV1	\$15,803

Estimated Total HUD Funded Amount: \$15,803

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable): N/A

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$15,803

Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6		
Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes ☐ No ☒	General administrative activities will not be conducted in any airport runway clear zones or accident potential zones.
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes ☐ No ☒	There are no Coastal Barrier Resources in the State of California.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994	Yes ☐ No ☒	General administrative activities will not be conducted in flood hazard areas.

Project Name

Project Locality and State

HEROS Number

[42 USC 4001-4128 and 42 USC 5154a]		
-------------------------------------	--	--

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
N/A	<i>None.</i>

Preparer Signature: Mireya G. Turner Date: 08-21-2020

Name/Title/Organization: Mireya G. Turner/Planning Manager/City of Ukiah

Responsible Entity Agency Official Signature:

Craig Schlatter Date: 8-21-20

Name/Title: Craig Schlatter/Community Development Director

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).



U.S. Department of Housing and Urban
Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov
espanol.hud.gov

**Environmental Review for Activity/Project that is Categorically
Excluded Subject to Section 58.5
Pursuant to 24 CFR 58.35(a)**

Project Information

Project Name: Installation of Permanent Generator at Public Facility

Responsible Entity: City of Ukiah

Grant Recipient (if different than Responsible Entity):

State/Local Identifier: CA/Mendocino County

Preparer: Mireya G. Turner

Certifying Officer Name and Title: Craig Schlatter, Community Development Director

Grant Recipient (if different than Responsible Entity):

Consultant (if applicable): N/A

Direct Comments to: Craig Schlatter, City of Ukiah, 300 Seminary Ave. Ukiah, CA 95482

Project Location: 200 South School Street, Ukiah, CA 95482

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

City of Ukiah will install a permanent generator at an existing public facility located at 200 South School Street, Ukiah, CA 95482, in the incorporated limits of the City of Ukiah. The generator will provide back-up power to the facility to ensure the conference center remains operational during emergencies and power outages. The facility may also be used for a testing or vaccination site if additional sites are required by the County.

Although the project is expected to provide area benefit to low- and moderate-income persons within Census Tract 116/Block Group 1, given the central location of the conference center and its access to public transportation, it is expected that homeless and elderly persons from other areas of the City will benefit from the proposed project. Youths, single adults, single men, single women, families, mentally disabled persons, veterans, and victims of domestic violence are also expected to utilize the facility during an emergency.

The project will be implemented by staff within the Community Development Department, in coordination with the City's Electric Utility Division and Office of Emergency Operations. The existing public facility is in place and will not be changed in size or capacity by more than 20 percent, and the activity does not involve a change in land use.

Level of Environmental Review Determination:

Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5: (3) (iii), (A) and (B)

Funding Information

Grant Number	HUD Program	Funding Amount
TBD	CDBG	\$126,887

Estimated Total HUD Funded Amount: \$126,887

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$126,887

Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.6		
Airport Hazards 24 CFR Part 51 Subpart D	Yes No ☐ ☒	The parcel is located within the Common Traffic Pattern area of the Ukiah Municipal Airport. It is also not within 1,000 feet of an area of military special use air space. • Ukiah Municipal Airport Master Plan Compatibility Zoning Map; July 1996 (see attached) • California Military Land Use Compatibility Analyst (see attached)

Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes No ☐ ☒	Coastal Barrier Resources do not apply to California.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes No ☐ ☒	The site is within Zone X, Area of Minimal Flood Hazard. Flood insurance is not required. • National Flood Hazard Layer FIRMette (see attached)
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5		
Clean Air Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	Yes No ☐ ☒	Mendocino County is designated by the U.S. EPA as in Attainment for all criteria air pollutants. • U.S. EPA Air Quality Map (see attached)
Coastal Zone Management Coastal Zone Management Act, sections 307(c) & (d)	Yes No ☐ ☒	The subject property is not in a Coastal Zone and is not located within a local coastal plan.
Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)	Yes No ☐ ☒	The subject property is a developed site, and not within located within one mile of an NPS ("Superfund") site, or within 2,000 feet of a CERCLIS site.
Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	Yes No ☐ ☒	The generator will be located on an existing paved parking lot, within an urban environment.
Explosive and Flammable Hazards 24 CFR Part 51 Subpart C	Yes No ☐ ☒	No above ground tanks are present in the project vicinity.
Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658	Yes No ☐ ☒	The project site is located on Urban Land, and does not include prime or unique farmland.
Floodplain Management	Yes No ☐ ☒	The site is in Zone "X", outside of the 500-year flood zone. (previous attachment)

Executive Order 11988, particularly section 2(a); 24 CFR Part 55		
Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	Yes ☐ No ☒	The generator will be positioned on an existing paved parking lot during its time of use. This project will have no effect on historical or cultural resources.
Noise Abatement and Control Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	Yes ☐ No ☒	The Project Site is within a developed town center. Ambient urban noise levels will not impact the project.
Sole Source Aquifers Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	Yes ☐ No ☒	This project is not located within a U.S. EPA-designated sole source aquifer watershed area, per the EPA Ground Water Office, Region IX. US EPA Sole Source Aquifer Maps
Wetlands Protection Executive Order 11990, particularly sections 2 and 5	Yes ☐ No ☒	The project does not involve new construction within or adjacent to wetlands.
Wild and Scenic Rivers Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes ☐ No ☒	The project is not located within one mile of a listed Wild and Scenic River. Wild and Scenic River List and Map
ENVIRONMENTAL JUSTICE		
Environmental Justice Executive Order 12898	Yes ☐ No ☒	The project is located in an existing commercial area. The project is consistent with the general plan designation and zoning for the area. There are no identified adverse environmental conditions that would affect the project.

Field Inspection (Date and completed by): 9/1/2020, Mireya G. Turner, Planning Manager

Summary of Findings and Conclusions:

The City proposes installation of a permanent generator to operate the Ukiah Conference Center in case of a power outage. It will be located in a parking space on an existing parking lot. The Project Site is next to the Downtown area. There is no impact anticipated by this use.

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
N/A	<i>No mitigation measures needed for project.</i>

Determination:

- ☒ This categorically excluded activity/project converts to Exempt, per 58.34(a)(12) because there are no circumstances which require compliance with any of the federal laws and authorities cited at §58.5. **Funds may be committed and drawn down after certification of this part** for this (now) EXEMPT project; OR
- ☐ This categorically excluded activity/project cannot convert to Exempt because there are circumstances which require compliance with one or more federal laws and authorities cited at §58.5. Complete consultation/mitigation protocol requirements, **publish NOI/RROF and obtain "Authority to Use Grant Funds"** (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down any funds; OR
- ☐ This project is now subject to a full Environmental Assessment according to Part 58 Subpart E due to extraordinary circumstances (Section 58.35(c)).

Preparer Signature: Mireya G. Turner Date: 09-15-2020

Name/Title/Organization: Mireya G. Turner/Planning Manager/City of Ukiah

Responsible Entity Agency Official Signature:

Craig Schlatter Date: 9-15-2020

Name/Title: Craig Schlatter/Community Development Director

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

Google Maps 200 S School St



Imagery ©2020 Landsat / Copernicus, Maxar Technologies, USDA Farm Service Agency, Map data ©2020 2000 ft



200 S School St

Ukiah, CA 95482



Directions



Save



Nearby



Send to your
phone



Share



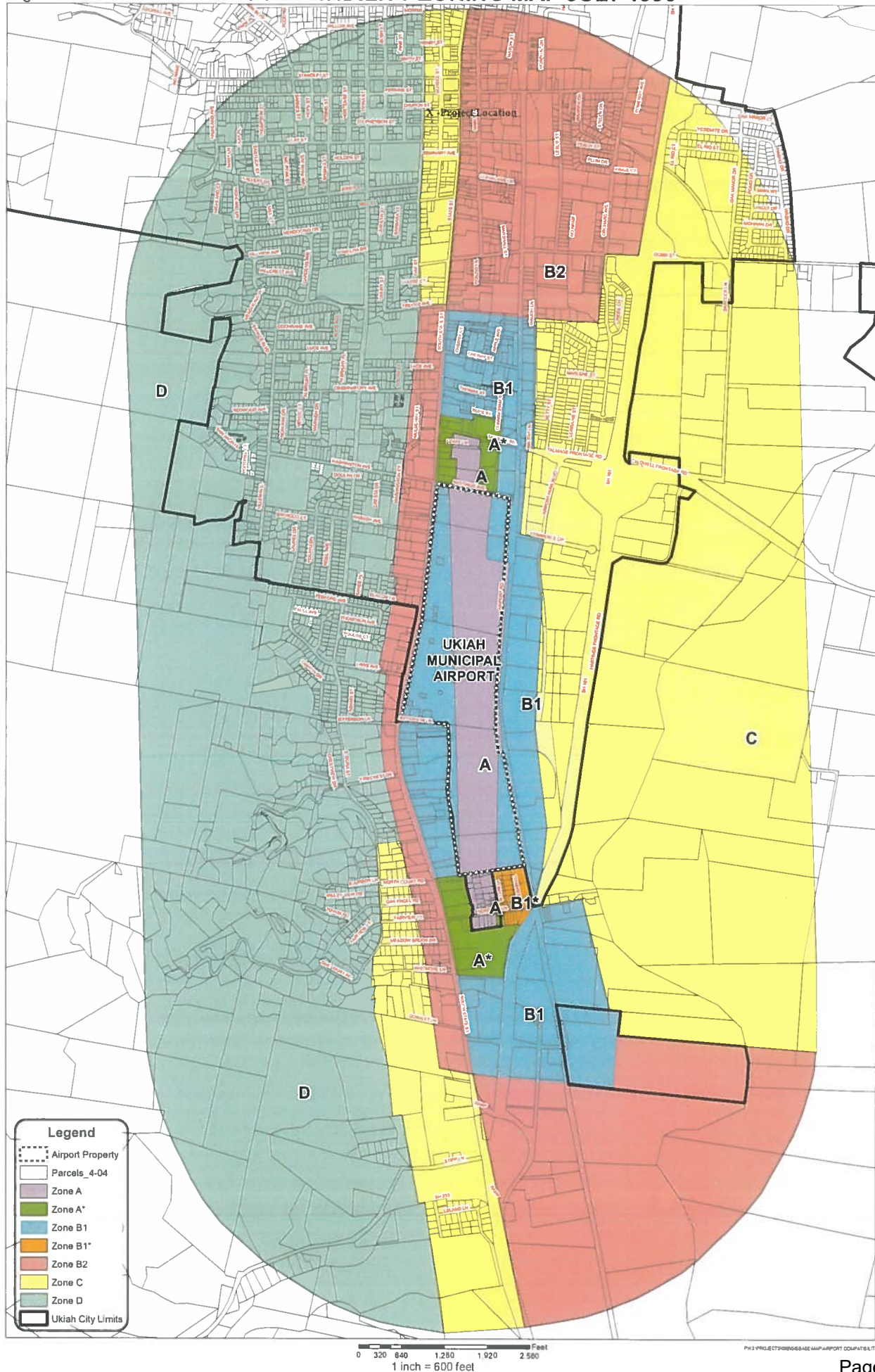
4QXR+JH Ukiah, California

Photos



UKIAH MUNICIPAL AIRPORT MASTER PLAN COMPATIBILITY ZONING MAP JULY 1996

City of Ukiah
20-CDBG-CV1-00004
Page 90 of 114



AirData Air Quality Monitors



CMLUCA

California Military Land Use Compatibility Analyst

Location: 200 S School St,
Ukiah, California, 95482

**This location is not within
1000 feet of a military
installation.**

**This location is not within
1000 feet of a military
training flight route.**

**This location IS WITHIN
1000 feet of an area of
military special use
airspace.**

**This location is not within
4000 feet of a military
installation.**

**This location is not within
4000 feet of a military
training flight route.**

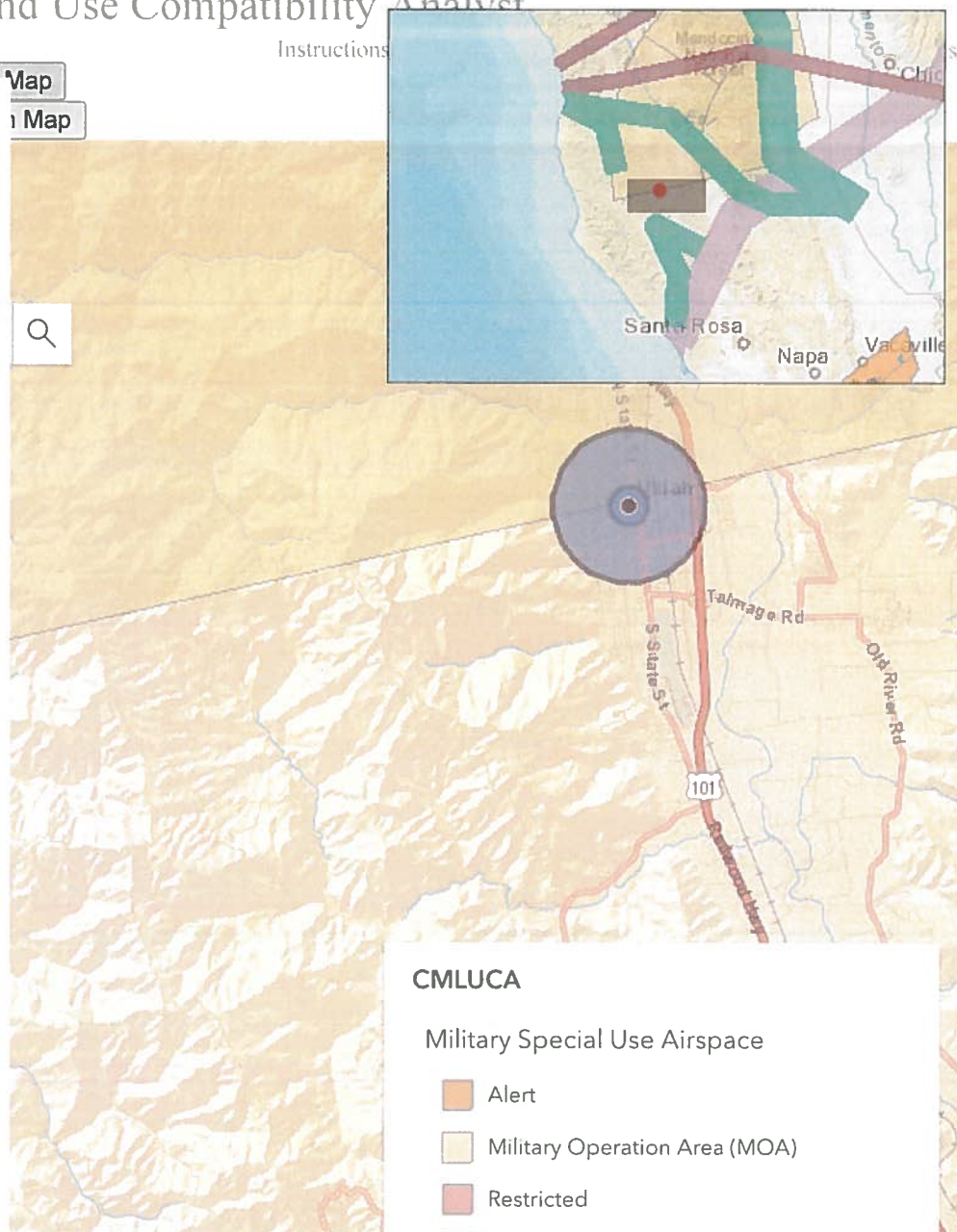
**This location IS WITHIN
4000 feet of an area of
military special use
airspace.**

**Thank you for using
the CMLUCA system.**

Your project location intersects with the above military layers. Please provide the above information to your local planning agency as part of your permit application. A copy of your permit application must be sent by the city/county to the appropriate branch(es) of the U.S. Military, per Government Codes 65352, 65940, and 65944.

Print Map

Map



CMLUCA

Military Special Use Airspace

- Alert
- Military Operation Area (MOA)
- Restricted
- Temporary Reserved Airspace
- Warning

Military Installations

- AIR FORCE
- ARMY
- COAST GUARD
- MARINE CORPS
- NAVY

National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

Without Base Flood Elevation (BFE)
Zone A, V, AE, AH, VE, AR

With BFE or Depth Zone AE, AO, AH, VE, AR

Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X

Future Conditions 1% Annual Chance Flood Hazard Zone X

Area with Reduced Flood Risk due to Levee. See Notes, Zone X

Area with Flood Risk due to Levee Zone D

OTHER AREAS

NO SCREEN

Area of Minimal Flood Hazard Zone X

Effective LOMRS

Area of Undetermined Flood Hazard Zone

GENERAL STRUCTURES

Channel, Culvert, or Storm Sewer

Levee, Dike, or Floodwall

Cross Sections with 1% Annual Chance

Water Surface Elevation

Coastal Transect

Base Flood Elevation Line (BFE)

Limit of Study

Jurisdiction Boundary

Coastal Transect Baseline

Profile Baseline

Hydrographic Feature

MAP PANELS

Digital Data Available

No Digital Data Available

Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/24/2020 at 4:23 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



December 5, 2019

Sage Sangiacomo, City Manager
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Dear Sage Sangiacomo:

RE: City of Ukiah's 6th Cycle (2019-2027) Adopted Housing Element

Thank you for submitting Ukiah's Housing Element adopted October 23, 2019 and received for review on October 28, 2019. Pursuant to Government Code section 65585, subdivision (h), the California Department of Housing and Community Development (HCD) is reporting the results of its review.

HCD is pleased to find the adopted Housing Element in full compliance with state Housing Element law (Article 10.6 of the Government Code). The adopted element was found to be substantially the same as the revised draft Housing Element that HCD's June 22, 2019 review determined met statutory requirements.

For your information, some General Plan element updates are triggered by Housing Element adoption. HCD reminds the City of Ukiah to consider timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Planning and Research at: http://opr.ca.gov/docs/OPR_Appendix_C_final.pdf and http://opr.ca.gov/docs/Final_6.26.15.pdf.

Several federal, state, and regional funding programs consider Housing Element compliance as an eligibility or ranking criteria. For example, CalTrans Senate Bill (SB) 1 Sustainable Communities grants; the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities program; and the SB 2 Planning Grants as well as ongoing SB 2 funding consider Housing Element compliance and/or annual reporting requirements pursuant to Gov. Code section 65400. With Housing Element compliance, City of Ukiah meets the Housing Element requirements for these funding sources.

Sage Sangiacomo, City Manager
Page 2

HCD appreciates the hard work and dedication Craig Schlatter, Community Development Director, provided throughout the course of the Housing Element review. HCD wishes the City of Ukiah success in implementing its Housing Element and looks forward to following its progress through the General Plan annual progress reports pursuant to Gov. Code section 65400. If HCD can provide assistance in implementing the Housing Element, please contact Sohab Mehmood, of our staff, at (916) 263-1968.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannan West". The signature is fluid and cursive, with the first name "Shannan" written in a larger, more prominent script than the last name "West".

Shannan West
Land Use & Planning Manager

Sheet1

City of Ukiah CDBG-CV1 Application				
Public Facility Improvement Project for Surge Capacity - Generator Installation				
Activity Budget				
		Sources		
Uses	Total	CDBG-CV1 (est 11/2020)	CDBG CV2/CV3 (est 01/2021)	Unfunded Costs
Purchase and Installation				
Equipment & Materials	\$ 93,125.00	\$ 92,954.00	\$ 171.00	\$ -
Installation	\$ 26,720.00	\$ -	\$ 26,720.00	\$ -
Permits and Code Compliance	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -
Total	\$120,845	\$ 92,954.00	\$ 27,891.00	\$ -

SAMPLE

City of Town		Food Bank						Helping Hands Mission						
Duplication of Benefits Tracking		Sources												Budget Gap/
Uses (line item budget)	Total Activity Costs	CARES Act	Donations	Mission Fndn.	DHSS	FEMA	General Fund	[Source 7]	[Source 8]	[Source 9]	CDBG-CV1	CDBG PI	Duplication of Benefits	
Food and Delivery Costs														
Canned Food	\$ 25,000.00	\$ -	\$ 1,500.00	\$ 5,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -	\$ -	
Perishable Food	\$ 50,000.00	\$ -	\$ 2,500.00	\$ 5,000.00	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ -	
Boxes/Bags	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Delivery Fuel	\$ 7,500.00	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00	\$ 1,000.00	
Vehicle Costs	\$ 9,000.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ (500.00)	
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Instructions: Fill out the above line item budget with you projected activity costs. You may identify the line items by category, such as activity delivery, activity, and admin, or by any other activity categories that apply to your activity. Do keep you administration costs categorized under the General Administration category. Fill in the jurisdiction and activity information at the top of the form, and identify the specific resources (funds) that will be used to pay for each line item in each category. If you do not have CDBG-PI, please leave those fields blank. If your budget line

**FEMA**

FEMA Administrator March 27, 2020, letter to Emergency Managers Requesting Action on Critical Steps

Release Date	Release Number
Mar 26, 2020	Guidance

Fellow Emergency Managers,

The coronavirus disease 2019 (COVID-19) pandemic has transformed our daily lives and our profession in a matter of weeks. Together with our public health colleagues, we work as a team to battle the nationwide effects of this virus. I thank you for your tireless efforts under these unprecedented and very demanding circumstances.

I write to you today as the Administrator of FEMA and a former state and local emergency manager. Now more than ever, we must work as a team to deliver locally executed, state-managed, and federally supported solutions on behalf of the American people. The best and the brightest emergency managers, public health officials, private industry partners, scientists, and medical doctors and nurses are assembling at FEMA Headquarters and in our regional offices; in your state and local emergency operations centers; and in hospital operations centers across the country. This is truly a Whole-of-America response. Rest assured, the full weight of our Nation is supporting all of us to overcome the pandemic and I have no doubt that we will be successful in defeating the spread of COVID-19.

To be successful across the nation- from the smallest town, tribal nation, island, and to the largest city - we must act decisively and immediately. Today, many of you are at the center of the battle, in places like New York, Washington, California, and Louisiana. Others of you may only have a few cases. It is our collective responsibility to do our very best today, so we can

continue to blunt the spread of COVID-19. If you have excess capacity, please consider using EMAC to offer resources that your peers from around the country may need.

As the Nation's lead emergency manager, I want to be completely transparent about our national response and your responsibility to respond proactively and aggressively. To that point, I would like to share seven critical steps that I ask you to **immediately** consider and act upon.

First, mitigation works. Ensure you preserve your "force" while maintaining the ability to respond in a COVID-19 degraded environment without access to the tools typically used in an emergency or disaster like mutual aid and EMAC. Ensure that your communities, small or large embrace mitigation efforts. Every American has a role to play in defeating COVID-19, including good hygiene and social distancing. Follow the President's [15 Days to Slow the Spread](#).

Second, integrate all emergency management and public health operations. Identify and integrate your leading health official into your Emergency Operations Center and Unified Command Group at every level of government. You must form a unified Emergency Management - Public Health Team. Ensure that the entire state political leadership team understand the emergency management process. All requests to the Federal government must be formally communicated by the state's emergency manager to the FEMA Regional Administrator. This is the same process as natural disasters.

Third, collect public, private, and government hospital bed capacity data, if you haven't already - total beds, acute care beds, normal occupancy, predicted surge occupancy. This data will assist you in crafting requests for high demand, low density critical resources should the time come that you may need it. We must use all data wherever possible to allocate scarce resources, including consideration of population size, demographics, and vulnerability.

Fourth, actively plan to stand-up Alternate Care Sites. Be creative in identifying facilities that can support low acuity patients and require a minimal amount of medical staff, already in short supply. Consider locations such as convention centers, hotels, shuttered hospitals, college or university dormitories, or vacant open space in commercial buildings. Ask your FEMA Regional Administrator to brief you on the US Army Corps of Engineers "Hotel to Healthcare" initiative. If you need a plan, here is a [link](#) to a plan.

Fifth, maintain situational awareness of ventilators that may be used across your area. Check hospitals, acute care sites, outpatient locations, and any other location that may use these devices, especially those that may be a source for reallocation to an area of greater need. Like hospital bed capacity, this data will help you understand what you have and what you may need, informing your resource management strategy for these high demand, low density critical resources should the time come that you may need it. Just as we are moving resources nationally, you should also be moving resources within your state.

Sixth, identify all sources to surge medical professionals. Look for retirees, medical contract services, nurses, respiratory therapists, medical students, and emergency medical technicians or local equivalents. You will need them to support the increased hospital surge and management of patients on ventilators and you should be cataloging and training them now, as appropriate.

Seventh, manage Personal Protective Equipment (PPE) carefully. We have stood-up the Supply Chain Stabilization Task Force within FEMA with the purpose of increasing the flow of critical medical supplies such as N95 masks, surgical masks, and ventilators. We are using four guiding principles: 1) preserve what we have; 2) locate medical stockpile around the globe; 3) distribute them to locations most in need; and 4) build capacity in America through partners with industry. While some of these strategies will yield near-term benefits, it must be your highest priority to carefully manage what you have available to you now.

To help you with this, the CDC produced a [Personal Protective Equipment \(PPE\) Burn Rate Calculator](#). This spreadsheet-based model provides information for healthcare facilities to plan and optimize the use of PPE for response to COVID-19. Similarly, non-healthcare facilities (e.g., correctional facilities) may find this tool useful for planning and optimizing PPE use as part of the response to COVID-19. This tool can also be used for planning PPE use outside the context of COVID-19, where PPE shortages may also occur due to supply chain issues related to the COVID-19 response (e.g. manufacturing facilities).

FEMA will reimburse all eligible expenses for emergency protective measures under the Stafford Act; however, do not wait for the PPE from the Federal government to show-up. Take aggressive action now to source your own. Because of the actions the Administration and federal government is taking, you will begin to see PPE supplies come online in the weeks ahead as the commercial distribution chain adapts as well as the quantities of shipments from the Strategic National Stockpile continue to move. Continue to be resourceful, ask the building trades to donate PPE or that they allow you access to their supplier; and, ask dental and outpatient offices that are closed to donate PPE to local hospitals and care critical care sites. And finally, I ask you to review and utilize the guidance the *Supply Chain Stabilization Task Force* released regarding guidance for PPE.

Lastly, some [external communication](#) resources that may be helpful:

1. **Best Practices:** This page provides a platform for sharing best practices and lessons learned by the government, private sector, academic institutions, professional associations, and other organizations to support the Whole-of-America response.
2. **Rumor Control:** This page is to help the public distinguish between rumors and facts regarding the response to COVID-19.
3. **How to Help:** This page provides guidance on how to **donate** critical resources & supplies; how to **do business** with FEMA; and, how to **volunteer**.

These are unprecedented times and many lives are potentially at stake. We are doing things many of us have never imagined, especially at this scale. As professional emergency managers, we are built for this - this is what we do best; coordinate, problem-solve, and act. I ask all of you to lead, innovate, and be resourceful. This is a Whole-of-America response and I need every emergency manager to be an active participant.

We are emergency managers and America needs us at our best.

Respectfully, *Pete Gaynor* Administrator

Last updated Mar 27, 2020

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[Plug-Ins](#) [Privacy](#) [Report Disaster Fraud](#) [Website Information](#) [DHS.gov](#) [USA.gov](#)

[Inspector General](#)



FEMA



2641 Hwy. 4
P.O. Box 2848
ARNOLD, CA 95223

(209) 795-3491
FAX (209) 795-4420

QUOTATION

City of Ukiah
20-CDBG-CV1-00004
Page 103 of 124/2019
No. 742

Quoted To:

CALIFORNIA EMERGENCY FOODLINK
5800 FOODLINK STREET
SACRAMENTO, CA 95828

Generator quote

Job Reference		Valid Through	Customer ID	
10059 VICTORIA WAY		10/19/2019	ATTCA	
Quantity	Location	Description	Price Each	Total
		*** PROPANE HOOKUP BY OTHERS & NOT INCLUDED *** WE RECOMMEND YOU CONTACT YOUR PROPANE COMPANY IN CONJUNCTION WITH APPROVING THIS QUOTE. *** *** A 50% DEPOSIT (\$35237.00) DUE WITH SIGNED QUOTE UPON ACCEPTANCE. BALANCE WILL BE BILLED UPON COMPLETION OF INSTALLATION AND TO BE PAID WITHIN 10 DAYS OF RECEIPT *** *** IF ACCEPTED, PLEASE RETURN THE SIGNED QUOTE, YOUR DEPOSIT AND THE ATTACHED TUOLUMNE COUNTY SELF CERTIFICATION FORM, WHICH WILL BE NEEDED WHEN WE OBTAIN THE PERMIT. ***		

THANK YOU!

I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM BOUND TO THE TERMS OUTLINED ON THIS DOCUMENT, AND AGREE TO PAY THE TOTAL PRICE QUOTED. WORK WILL ONLY BE SCHEDULED UPON RECEIPT OF THIS SIGNED QUOTE.

Subtotal	\$70,474.00
Sales Tax (0.0%)	\$0.00
Total	\$70,474.00

SIGN & RETURN:

This quote supercedes all other quotes. Valid for 60 days. A material increase is possible after 30 days.

ACCOUNTS ARE DUE AND PAYABLE 10 DAYS FOLLOWING DATE OF INVOICE. A LATE CHARGE OF 2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 24% CHARGED ON OVERDUE ACCOUNTS. IF LEGAL ACTION IS TAKEN TO COLLECT THE SUMS DUE ON THIS INVOICE, BUYER AGREES TO PAY ALL SUMS AS THE COURT MAY FIX FOR COURT



2641 Hwy. 4
P.O. Box 2848
ARNOLD, CA 95223

(209) 795-3491
FAX (209) 795-4420

QUOTATION

City of Ukiah
20-CDBG-CV1-00004
Page 104 of 114
12/5/2019
No. 742

Quoted To:

CALIFORNIA EMERGENCY FOODLINK
5800 FOODLINK STREET
SACRAMENTO, CA 95828

Job Reference		Valid Through	Customer ID	
10059 VICTORIA WAY		10/19/2019	ATTCA	
Quantity	Location	Description	Price Each	Total
		LABOR AND MATERIALS TO PURCHASE & INSTALL A GENERAC MODEL QT07068GVAC 70kw LIQUID COOLED STANDBY GENERATOR & A GENERAC RTSW200G3 200amp AUTOMATIC TRANSFER SWITCH & GENERAC RTSN100G3 100AMP TRANSFER SWITCH. PRICE INCLUDES LABOR, SETUP, INSTALLATION, STARTUP & TAX. ***THIS PRICE REPRESENTS INSTALLATION OF THE TRANSFER SWITCH AND THE GENERATOR AS DISCUSSED, NOTED AND AGREED UPON WITH THE ESTIMATOR. IF THE INSTALLATION DIFFERS, THE PRICE COULD INCREASE ACCORDINGLY.*** FEE FOR PIONEER ELECTRIC TO OBTAIN REQUIRED TUOLUMNE COUNTY BUILDING PERMIT NEEDED FOR INSPECTION OF ELECTRICAL PORTIONS OF THE GENERATOR INSTALLATION. ** PROPANE PERMIT NOT INCLUDED** *** CONCRETE PAD DONE BY OTHERS AND NOT INCLUDED IN THIS QUOTE *** CRANE SERVICE	68,899.00 625.00 950.00	68,899.00 625.00 950.00

THANK YOU!

I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM BOUND TO THE TERMS OUTLINED ON THIS DOCUMENT, AND AGREE TO PAY THE TOTAL PRICE QUOTED. WORK WILL ONLY BE SCHEDULED UPON RECEIPT OF THIS SIGNED QUOTE.

SIGN & RETURN:

Subtotal

Sales Tax (0.09%)

Total

ACCOUNTS ARE DUE AND PAYABLE 10 DAYS FOLLOWING DATE OF INVOICE. A LATE CHARGE OF 2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 24% CHARGED ON OVERDUE ACCOUNTS. IF LEGAL ACTION IS TAKEN TO COLLECT THE SUMS DUE ON THIS INVOICE, BUYER AGREES TO PAY ALL SUMS AS THE COURT MAY FIX FOR COURT

Profile: cschlatter@cityofukiah.com

Applicant Information

Tell us about you.

Linked Applicant

cschlatter@cityofukiah.com

First name

Craig

Last name

Schlatter

Email

cschlatter@cityofukiah.com

Title

Community Development Director

Company

City of Ukiah

Company Website

www.cityofukiah.com

City

Ukiah

State

California

Organization Information

Tell us about your organization.

Organization Name

City of Ukiah

Employer Identification Number (EIN)

DUNS

Authorized Representative

Sage Sangiacomo, City Manager

Business/Finance Representative

Daniel Buffalo, Finance Director

Organization Address

Address

300 Seminary Ave.

Address 2

City

Ukiah

State
California

County
Mendocino

Congressional District/Region
2

Zip
95482

Phone
707-463-6221

Phone Extension

Fax
707-463-6204

Authorized Representative (if different from above)

Name

Title

Email

Phone

Business/Finance Contact (if required)

Name

Title

Email

Phone

Program Year

Are you applying on behalf of an additional Jurisdiction?

2 Email

2 Title

2 Company

2 Company Website

2 City

2 State

2 Organization Information

2 Organization Name

2 Tell us about your organization.

2 Employer Identification Number (EIN)

2 DUNS

2 Authorized Representative

2 Business/Finance Representative

2 Organization Address

2 Address

2 Address 2

2 City

2 State

2 County

2 Congressional District/Region

2 Zip

2 Phone

2 Phone Extension

2 Fax

2 Authorized Representative (if different from above)

2 Name

2 Title

2 Email

2 Phone

2 Business/Finance Contact (if required)

2 Name

2 Title

2 Email

2 Phone

Budget: 19944832

Application

City of Ukiah Public Facility Improvement Project for Surge Capacity

Please use the following link to view the application budget. This link will open in a new window.

<https://portal.ecivis.com/#/peerBudget/956FDBEA-1B19-4049-A068-A8D88986F2A0>

Budget Status

Not Approved

Duplication of Benefits: City of Ukiah Public Facility Improvement Project for Surge Capacity

Name	Attachments
City of Ukiah Public Facility Improvement Project for Surge Capacity	Yes
Submission Date 09/21/2020	
Project Name and Contract Number City of Ukiah Public Facility Improvement Project for Surge Capacity	
Project Type Rehabilitation	
Total Cost of Project 120,845	
Funds Committed or Received for Project	
Program Verified - FEMA Amount	
Program Verified - SBA Amount	
Program Verified - FHA Amount	
Program Verified - FTA Amount	
Program Verified - Army Corps of Engineers Amount	
Program Verified - Private or Non-Profit Amount	
Program Verified - State Funds Amount	
Program Verified - Local Funds Amount	
Program Verified - USFS Amount	
Program Verified - NFIP Amount	
Program Verified - Economic Development Funds Amount	
Program Verified - Other Federal Funds Amount	
Program Verified - Other Funds Not Listed Amount	
Total Program DOB	

Supporting Documentation

City of Ukiah CDBG-CV1- Duplication of Benefit Tracking.xlsx

Applications

City of Ukiah Public Facility Improvement Project for Surge Capacity

Duplication of Benefits: City of Ukiah Public Facility Improvement Project for Surge Capacity File Attachments

Supporting Documentation

City of Ukiah CDBG-CV1- Duplication of Benefit Tracking.xlsx

Instructions: Fill out the above line item budget with your projected activity costs. You may identify the line items by category, such as activity delivery, activity, and admin, or by any other activity categories that apply to your activity. Do keep your administration costs categorized under the General Administration category. Fill in the jurisdiction and activity information at the top of the form, and identify the specific resources (funds) that will be used to pay for each line item in each category. If you do not have CDBG-PI, please leave those fields blank. If your budget line item has a budget gap, the "Gap/Duplication of Benefits" column will show a red shaded field and a number indicating your budget gap in parenthesis. If you have a potential duplication of benefits, the column will show a blue shaded field and a number indicating your budget overage. Please make sure to include ALL of you potential resources, including FEMA, HCD, HUD, CARES Act, and other State and Federal funds, as well as local funds from fees, trust funds, and taxes, and any foundation or private donation funding, including insurance payments. If you are unsure if a resource should be included, please contact Jessica Hayes at jessica.hayes@hcd.ca.gov. Please fill in the fields with a bracket [] and the funds. Please do not delete or alter formulas. The collored columns have no significance. They are colored only to make it easier to track across funding source.

SAMPLE

City of Town		Food Bank						Helping Hands Mission						
Duplication of Benefits Tracking		Sources												Budget Gap/
Uses (line item budget)	Total Activity Costs	CARES Act	Donations	Mission Fndn.	DHSS	FEMA	General Fund	[Source 7]	[Source 8]	[Source 9]	CDBG-CV1	CDBG PI	Duplication of Benefits	
Food and Delivery Costs														
Canned Food	\$ 25,000.00	\$ -	\$ 1,500.00	\$ 5,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -	\$ -	
Perishable Food	\$ 50,000.00	\$ -	\$ 2,500.00	\$ 5,000.00	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ -	
Boxes/Bags	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Delivery Fuel	\$ 7,500.00	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00	\$ 1,000.00	
Vehicle Costs	\$ 9,000.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ (500.00)	
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Instructions: Fill out the above line item budget with you projected activity costs. You may identify the line items by category, such as activity delivery, activity, and admin, or by any other activity categories that apply to your activity. Do keep you administration costs categorized under the General Administration category. Fill in the jurisdiction and activity information at the top of the form, and identify the specific resources (funds) that will be used to pay for each line item in each category. If you do not have CDBG-PI, please leave those fields blank. If your budget line

Budget Report

Passthrough Agency: California Department of Housing and Community Development
Program: CDBG-CV1 2020
Stage: Pre-Award

Report Date: 01/29/2021
Requested By: Craig Schlatter
cschlatter@cityofukiah.com

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Activity										
	Public Facility Improvement Activity	Generator purchase and installation	0	\$0.00	\$0.00	\$92,954.00	\$0.00		\$0.00	Direct Cost
Activity Total			0	\$0.00	\$0.00	\$92,954.00	\$0.00		\$0.00	
General Administration										
	General administration	City of Ukiah staff-project compliance	0	\$0.00	\$0.00	\$12,400.00	\$0.00		\$0.00	Direct Cost
	General administration	City of Ukiah staff-monitoring and reporting	0	\$0.00	\$0.00	\$3,403.00	\$0.00		\$0.00	Direct Cost
General Administration Total			0	\$0.00	\$0.00	\$15,803.00	\$0.00		\$0.00	
Other										
Other										
Other Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Grant Total										
Grant Total			0	\$0.00	\$0.00	\$108,757.00	\$0.00		\$0.00	

Budget Report, Created by Craig Schlatter, cschlatter@cityofukiah.com, 01/29/2021
Source: eCivis™ Portal
<http://www.ecivis.com/>

**REQUEST FOR BID**

300 SEMINARY AVENUE
UKIAH, CALIFORNIA 95482
P: (707) 467-5719

DATE: 11/10/21**REQ. NO. E39233**

Bids are required to be **submitted in hard copy** in a **sealed** envelope by the date and time specified. Failure to do so will result in your bid being rejected.

Submitted by:
(Company Name
& Address)

BIDS WILL BE RECEIVED UNTIL	
1:30 p.m., December 1st, 2021	
AT THE OFFICE OF THE BUYER	
300 SEMINARY AVE. CITY of UKIAH	
BY:	Seth Strader

BIDS ARE REQUESTED FOR THE FOLLOWING ITEMS:**ALL BIDS SHALL BE F.O.B. UKIAH, CA.**

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
	BASE BID:		
1 EA	New Diesel Generator per attached City of Ukiah Equipment Specification #E9233 Equipment Manufacturer: _____ Model #: _____		
1 EA	Line Circuit Breaker rated 40 amperes block heater, `500-Watt, 120 Volt AC. Thermostatically controlled to maintain engine coolant at proper temperature to meet the start-up requirement of NFPA-99. Equipment Manufacturer: _____ Model #: _____		
		Subtotal:	
		Tax (8.875%):	
		Shipping:	
		Total Base Bid:	
	ADD ALTERNATE:		
1 EA	Expedite Fee: Additional fee to deliver the generator earlier than the standard leadtime. This fee will result in receiving the generator _____ days/weeks (circle one) after receipt of order. (If an expedite fee is not available, put N/A in the blank.)		
	Lowest Bid will be based on the Base Bid. Revision 1, SS 11/16/21: Changed required generator ratings from 100 KW to 125 KW and removed KVA note.		
		Payment Terms:	N30

SIGNATURE:	DATE:	LEAD TIME ARO :
PRINT NAME:	PHONE:	EMAIL:

TERMS:

1. Right is reserved to reject any and all bids.
2. Right is reserved to accept separate items unless specifically denied by bidder.
3. Right is reserved to reject a bid from any bidder who has previously failed to perform adequately for the City of Ukiah.
4. In CASE OF DEFAULT, the City of Ukiah may procure the items quoted on from other sources and hold the original bidder liable for any increased costs.
5. The price, terms, delivery point, and delivery date may individually or collectively be the basis of the awarding of the bid.
6. In submitting the bid, bidder agrees that the bid shall remain open and may not be revoked or withdrawn for 60 days from the bid due date, unless a different time period is specified in RFB.
7. Bidder agrees to perform according to its bid, if the City's acceptance is communicated to the bidder within the time specified in number 7 above.
8. For a bid submission to be accepted it must be submitted on this form.

**CITY OF UKIAH
EQUIPMENT SPECIFICATION #E39233
FOR ONE (1) NEW DIESEL GENERATOR**

The City of Ukiah invites bids for furnishing one (1) new diesel generator. All deviations from these specifications shall be described in the bid proposal.

This purchase is funded by the Community Development Block Grant Program – Coronavirus, Aid Relief, Economic Security Act (CDBG-CV) Award. In compliance with the program funding guidelines, all bids received will need to be submitted in a sealed envelope, at the following location, and by the specified date and time, or the bid will be rejected:

Bid Deadline: 1:30 p.m., December 1st, 2021

Mailed or hand delivered to: City of Ukiah
Attention: Seth Strader, Buyer II
300 Seminary Avenue
Ukiah, California 95482

Bidder shall, as indicated on the Request for Bid form, state the total price for the new equipment as specified (including any options and accessories), sales tax, destination charges and any other applicable fees or charges, FOB the City of Ukiah Corporation Yard 1320 Airport Road, Ukiah CA 95482.

Time is of essence for the delivery of the equipment. Therefore, if an expedite fee is available for an earlier delivery of the equipment, please provide one for consideration. This has been established as an Add Alternate to the bid request. The lowest responsible bidder will be based on the lowest base bid.

Please contact Seth Strader at (707) 467-5719 or sstrader@cityofukiah.com if you have any questions regarding these specifications.

GENERAL INSTRUCTIONS TO BIDDERS

Each bidder shall attach to his bid a complete detailed description of the unit they propose to furnish. All equipment catalogued as standard shall be furnished and included in the purchase price of the unit.

The total price shall include all equipment, accessories and optional items. In making its selection, the City will consider all factors relating to the equipment including availability, operating performance, safety, service and parts availability as well as cost.

The equipment furnished under these specifications is to carry the standard warranty offered to the general public. A complete detailed description of the standard warranty shall be provided with the bid.

The City reserves the right to reject any or all bids and to determine which bid, in its opinion, will best serve the needs and requirements of the City.

The successful bidder shall supply the equipment ready for service at the time of delivery.

General Requirements:

It is the intent of this specification to secure an emergency generator system that has been prototype tested, factory built, production tested, site tested, of the latest commercial design, together with all accessories necessary for a complete installation. Equipment will be installed outdoors at the Ukiah Valley Conference Center located at 200 S. School Street, Ukiah Ca 95482.

The equipment supplied shall meet the requirements of the Californian Electrical Code, UL 110, NFPA along with all applicable codes and regulations. Equipment shall be new, of current production of a national firm which manufactures the generator(s) and controls and assembles the generator set as matched unit, so that there is one-source responsibility for warranty, parts and service through a local representative with factory-trained servicemen.

Note: Minor variations from specified values and ratings may occur due to specific manufacturer designs. Submit a summary sheet, outlining each exception to these specifications, with your bid. Failure to provide the summary of exceptions may be cause for rejection the bid.

Submittal:

Submittal shall include test certifications and specification sheets showing all standard and optional accessories to be supplied, schematic wiring diagrams, dimension drawings and interconnection diagrams identifying by terminal number, each required interconnection of the generator set supplied.

Warranty:

The emergency generator system shall be warranted by the manufacturer for a minimum of one (1) year. The minimum manufacture warranty shall be an "on site" warranty covering all labor and materials necessary to repair the unit to full operational function.

Standby Generator Set:**General:**

- The standby generator set shall be rated for continuous duty.
- The fuel tank shall be integral part of the generator set.
- The generator set shall be constructed as a single unit, designed for permanent mounting supplied with the necessary anchoring materials for cement pad installation.
- Unit design shall be equal to or better in design and function than a Kohler Model 125REOZJG generator set. The City of Ukiah will have final determination of the unit best suited for the installation.
- Vibration isolators shall be provided between the engine-generator base and the fuel tank on which it sits. Isolator type and quantity shall be determined by the generator set manufacturer. The manufacturer shall determine the positions along the supporting channel where the isolators should occur.
- The Generator set shall be in a durable steel, sound-attenuating housing not to exceed 75 dB(A) @ 25 feet with full load at prime rating.
- All housing doors and access panels shall be lockable to prohibit access.

Engine:

The engine shall be capable of delivering the minimum rated HP at a governed speed of 1800 RPM. The engine shall be rated and equipped with the following:

- A. Engine-driven fuel transfer pump capable of lifting fuel 4.75 feet, 2 fuel filters with water separator, electric solenoid fuel shut-off valve. Generator shall be equipped with mechanical or equal governor capable of regulating the no load to full load frequency to a 5% maximum and capable of +.5% steady-state frequency regulation.
- B. 12-volt positive engagement solenoid shift-starting motor.
- C. Tier 3 EPA-certified for Stationary Emergency Applications.
- D. 60 ampere minimum automatic battery charging alternator with solid-state voltage regulation.
- E. Positive displacement, full pressure lubrication oil pump, 1 full flow cartridge oil filter, water cooled oil cooler, dipstick and oil drain.
- F. Dry-type air cleaner element.
- G. The naturally aspirated or turbocharged engine shall be fueled with No. 2 diesel, 4 cylinders inline, 4-cycle liquid cooled by unit – mounted radiator, blower fan, water pump and thermostat.
- H. Designed for easy access in inspecting and performing filter replacement, oil replacement, troubleshooting etc. maintenance.

Generator:

The alternator shall be salient-pole, rotating field brushless, 12-lead reconnectable, self-ventilated of drip-proof construction with amortisseur rotor windings and skewed stator for smooth voltage waveform. The insulation shall meet the NEMA standard (MGI-1.66) for Class F and be insulated with epoxy varnish to be fungus resistant per MIL-E-4970A. The excitation system shall be of brushless construction controlled by a solid-state voltage regulator capable of maintaining voltage within +2% at any constant load from 0 to 100% of rating. The regulator must be protected from the environment by conformal coating.

- A. Ratings - Continuous:
 - a) 125KW @ .8 PF.
 - b) 120/208 Volt, 3-Phase
 - c) 60Hz
- B. Upon one-step application of any load up to 90% of the rated load at 0.8 power factor, the voltage dip shall not exceed 20% and shall recover to 2% of rated voltage within one second.
- C. The generator shall be capable of sustaining at least 300% of rated current for at least 10 seconds under a three-phase symmetrical short by inherent design or by the addition of an optional current boost system without damage.
- D. A resettable 3- pole line current sensing circuit breaker with inverse time versus current response shall be furnished which protects the generator from damage due to its own high current capability. This breaker shall not trip within the 10 seconds specified above to allow selective tripping's of down-stream fuses or circuit breakers under a fault condition. This breaker shall not automatically reset, preventing restoration of voltage if maintenance is being performed. Field current-sensing breakers will not be acceptable.

- E. The generator, if designed having a single maintenance-free bearing, shall be directly connected to the flywheel housing with a semiflexible coupling between the rotor and the flywheel.
- F. A thermostatically controlled alternator heater designed to eliminate condensation moisture from forming in the alternator.
- G. No transfer switch to be supplied.**

Controller:

Set-mounted controller facing rear shall be vibration isolated on the generator enclosure. The microprocessor-based control board shall be conformal coated. Relays will only be acceptable in high-current circuits.

Circuitry shall be of plug-in design for quick replacement. Controller shall be equipped with a commonly used access port to accept a plug-in device capable of allowing maintenance personnel to test controller performance without operating the engine. The controller shall include all items listed as standard equipment:

- A. Fused DC circuits.
- B. Ethernet or other common connection and protocol to provide local remote generator status indication.
- C. Complete two-wire start/stop control which shall operate on closure of remote contact.
- D. Speed sensing and a second independent starter motor disengagement systems shall protect against starter engagement with a moving flywheel. Battery charging alternator voltage will not be acceptable for this purpose.
- E. The starting system shall be designed for restarting in the event of a false engine stat, by permitting the engine to completely stop and then re-engage the starter.
- F. Cranking cyler with ten-second on and off cranking periods.
- G. Over crank protection designed to open the cranking circuit after 60 seconds if the engine fails to start.
- H. Circuitry to shut down the engine when signal for high coolant temperature, low oil pressure, or overspeed are received.
- I. Engine cool down timer set to factory recommendations but capable of adjustment from 5 to 20 or manufactures recommendation whichever is longer to permit unloaded running of the standby set after transfer of the load to normal.
- J. Three position (automatic-off-test) selector switch. In the test position the engine shall start and run regardless of the position of the remote starting contacts. In the automatic position, the engine shall start when contacts in the remote-control circuit close and stop per manufacture recommendations (see "H" above) after those contacts open. In the off position, the engine shall not start even though the remote start contacts close. This position shall also provide for immediate shutdown in case of an emergency. Reset of any fault shall also be accomplished by placing the selector switch to the off position.

Testing:

To assure that the equipment has been designed and built to the highest reliability and quality standards, the manufacturer and local representative shall be responsible for three separate tests: Design prototype tests, final productions tests and site tests.

- A. Maximum power (kW)
- B. Maximum motor setting (kVa) at 30% instantaneous voltage dip.

- C. Alternator temperature rise by embedded thermo-couple and by resistance method per NEMA MG1-22.40 and 16.40.
- D. Governor speed regulation under steady-state and transient conditions.
- E. Voltage regulation and generator transient response.
- F. Fuel consumption at $\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$ and full load.
- G. Harmonic analysis, voltage waveform deviation and telephone influence factor.
- H. Three-phase short circuit tests.
- I. Alternator cooling air flow.
- J. Torsional analysis testing to verify that the generator set is free of harmful torsional stresses.
- K. Endurance testing.

Final Production Tests:

The generator set shall be tested under varying loads with guards and exhaust system in place. Tests shall include:

- A. Single step-load pickup
- B. Transient and steady-state governing.
- C. Safely shutdown device testing.
- D. Voltage regulation.
- E. Rated power.
- F. Maximum power.
- G. Upon request, arrangements to either witness this test will be made or certified test record will be sent prior to shipment.

Site Tests:

An installation check, start-up and building load test shall be performed by the manufacturer's local technical service representative and shall oversee and verify the following:

The tests shall include:

- A. Fuel lubricating oil and antifreeze shall be checked for conformity to the manufacturer's recommendations, under the environmental conditions present and expected.
- B. Accessories that normally function while the set is standing by shall be checked prior to cranking the engine. These shall include battery charger, block heater generator strip heaters, etc.
- C. Start-up under test mode to check for exhaust leaks cooling air flow, movement during starting and stopping vibration during running, normal and emergency line-to-line voltage and phase rotation.
- D. Automatic start-up by means of simulated power outages to test remote-automatic starting, transfer of the load and automatic shutdown. Prior to this test, all transfer switch timers shall be adjusted for proper system coordination. Engine coolant temperature, engine oil pressure and battery charge level along with generator voltage, amperes and frequency shall be monitored throughout the test. An external load bank shall be connected to the system, if sufficient building load is unavailable to load the generator to the nameplate rating. Load bank shall be provided by the generator set manufacturer for this test.

The City's operators and the maintenance staff shall be notified of the time and date of the site tests one week in advance for scheduling.

Indicating Lights to Signal:

- A. Switch "Off" (Flashing Red)
- B. Over crank (Red)
- C. Emergency Stop (Red)
- D. High Temperature (Red)
- E. Overspeed (Red)
- F. Low Oil Pressure (Red)
- G. Test Button for Indicating Lights
- H. Alarm Horn with Silencer Switch

Instrument Panel Shall Include:

- A. Voltmeter-Ammeter Phase Selector Switch. Selector switch shall provide the selection of each Phase to Ground and Phase to Phase combinations.
- B. Running Elapse Time Meter
- C. Voltmeter
- D. Ammeter

Accessories:

The following accessories shall be provided and installed:

- A. Weather-proof housing shall be constructed of rugged steel, painted inside and out with rust inhibiting primer and an exterior coat of the manufacturer's standard color. Side panels shall be lockable and easily removed for servicing. Top-mounted exhaust silencer with rain shield over the exhaust opening.

Bid this item as a separate line bid item: Line circuit breaker, rated 40 amperes, block heater, 1500-Watt, 120 Volt AC. Thermostatically controlled to maintain engine coolant at proper temperature to meet the start-up requirement of NFPA-99

Quote Tabulation

RFB E39233 - 12/1/21						
ITEM #	ITEM DESCRIPTION	QTY	Valley Power Systems		ES West Energy Systems	
			UNIT	TOTAL	UNIT	TOTAL
1	New Diesel Generator per Equipment Specification #E39233: Blue Star Power Systems Inc JD125-02	1	\$ 48,425.00	\$ 48,425.00		
2	Line Circuit Breaker per Equipment Specification E#39233 Blue Power Systems Inc	1	\$ 1,055.00	\$ 1,055.00		
	New Diesel Generator per Equipment Specification #E39233: Generac SD0130	1			\$ 51,195.00	\$ 51,195.00
	Line Circuit Breaker per Equipment Specification E#39233 : Eaton 40A 3Pole	1			\$ 255.00	\$ 255.00
	SUBTOTAL			\$ 49,480.00		\$ 51,450.00
	TAX			\$ 4,391.35		\$ 4,566.19
	FREIGHT			\$ -		\$ 3,600.00
	GRAND TOTAL			\$ 53,871.35		\$ 59,616.19



CA HCD Revision / Amendment Request Form

CA HCD Revision / Amendment Request Form

Please complete the form below to request revisions or amendments to your CDBG-CV Standard Agreement under California Department of Housing and Community Development guidelines. A separate form must be completed for each agreement/award.

Part 1: Requested Revision / Amendment for:

Award Number: 20-CDBG-CV1-00004

Contractor/Grantee: City of Ukiah

Grant Administrator (CDBG-CV) **OR**
CDBG Representative (Annual CDBG): Carola Sanchez

Person Completing Form: Craig Schlatter

Complete the Part 2: Contract Revisions and/or Part 3: Amendments sections below. Remember, revisions do not require a new Standard Agreement, while amendments do.

Part 2: Contract Revisions

Choose revision types (Scope of Work, Timeline or Milestone, Beneficiaries or Other) and complete entries for those revisions. **Revisions MAY NOT be implemented prior to execution unless CA HCD has provided written notice to proceed.**

☐ **Scope of Work Revision** (Choose Itemize the Scope of Work and/or Change the Scope of Work)

☐ Itemize the Scope of Work

Original Scope of Work:	Proposed Itemized Scope of Work:



- ☐ Change the Scope of Work in a manner that does not change the overall budget, National Objective, or change activity type and does not reduce the number of estimated beneficiaries. **If your request impacts these areas, STOP. You must request an Amendment.**

Original Scope of Work:	Proposed Scope of Work:

☐ **Timeline or Milestone Revision**

Proposed revisions may only affect intermediate milestones; **they MAY NOT affect start and end dates.** An Amendment is required to change start or end date.

Original Milestones:	Proposed Milestones:

☐ **Beneficiaries Revision**

To qualify as a revision, proposed adjustments must increase the estimated number of beneficiaries **WITHOUT increasing or decreasing the scope of work and WITHOUT changing the overall budget.**

Original Estimated Number of Beneficiaries: _____ Increased Number of Beneficiaries: _____



☐ **Other (Please Explain)**

Original Item:	Proposed Change:

Part 3: Contract Amendment

Include in this section adjustments that change the scope in a manner that requires a change to the awarded activity budget, including adding funds from other State CDBG funded activities, other CDBG-CV allocations, adding Program Income, and reducing funds from either State CDBG awarded funds or Program Income.

Contract Amendments must be fully executed by **BOTH** the Grantee and the CA HCD prior to implementation. **Adjustments MAY NOT be implemented prior to execution unless CA HCD has provided written notice authorizing the Grantee to proceed.**

Choose amendment type(s) (Scope of Work, Budget and Scope of Work, Beneficiaries, or Other) and complete entries for these amendments.

☐ **Scope of Work Amendment (Choose EITHER Add Scope or Reduce Scope)**

☐ **Add Scope beyond what was included in the original application**

Original Scope of Work:	Proposed Scope of Work:



- ☐ Reduce Scope such that the activity is materially different from that in the original application.

Original Scope of Work:	Proposed Scope of Work:

- ☐ **Budget and Scope of Work Amendment** (Choose Change of Scope requiring adding funds, Change of Scope requiring reducing funds, and/or Budget Change.)

- ☐ Change to the Scope of Work that requires a change to awarded activity budget including **ADDING FUNDS** from other State CDBG funded activities or other CDBG-CV allocations or adding Program Income. **Complete both the scope and budget information below.**

Original Scope of Work:	Proposed Scope of Work:

Budget Change			
Original Scope of Work:		Proposed Scope of Work:	
Awarded Funds	Total Funds	Awarded Funds	Total Funds



- ☐ Change to the Scope of Work that requires a change to awarded activity budget including **REDUCING FUNDS** from either State CDBG awarded funds or Program Income. **Complete both the scope and budget information below.**

Original Scope of Work:	Proposed Scope of Work:

Budget Change			
Original Scope of Work:		Proposed Scope of Work:	
Awarded Funds	Total Funds	Awarded Funds	Total Funds

- ☐ Budget change to awarded activity budget including adding funds from other CDBG-CV, CDBG annual funds, or Program Income allocation. If the budget line items (such as activity or activity delivery) are moved **WITHOUT** increasing or decreasing the overall budget, complete the Revision section instead.

Budget Changes			
Original Scope of Work:		Proposed Scope of Work:	
Awarded Funds	Total Funds	Awarded Funds	Total Funds



☐ **Beneficiaries Amendment**

Proposed adjustments should reduce the estimated beneficiary counts. If the number of beneficiaries is being increased **WITHOUT** increasing or decreasing the scope of work and **WITHOUT** changing the overall budget, complete the Revision section instead.

Original Estimated Number of Beneficiaries: _____ Reduced Number of Beneficiaries: _____

☒ **Other (Please Explain)**

Original Item: Expenditure deadline of standard agreement of 05/03/2022.	Proposed Change: 6-month extension of expenditure deadline to 11/03/2022.
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Amendment Justifications and Assurances

Please include the following information for the proposed amendment.

1. Identify the reasons for the proposed amendment(s).

The City is utilizing CDBG-CV1 grant funds for purchase and installation of a permanent generator at an existing public facility. In response to the City's Request for Bids, the generator contractor identified a "lead time" for the ordering and shipping of the generator to be 26-30 weeks, or approximately 6-7 months. This delay is due to the ongoing federal supply chain issues.

2. List steps being taken to avoid any future amendment(s) request(s) for the same reason(s).

The City intends to procure labor and/or utilize existing City Electric department staff to install the generator, so the delay is only related to the generator/federal supply chain and future amendments will not be needed. Still, in case of any future generator delays the City has requested a 6-month extension so as not to need future amendments.

**Part 4: Grantee Approval and Acknowledgment**

I approve the revision or amendment requested above. I acknowledge that if revisions are approved, they will be automatically incorporated into our current Standard Agreement. All other provisions of the agreement shall remain unchanged. I also acknowledge that if an amendment is approved, it must be fully executed by both the Grantee and the Department prior to implementation.

Name of Designated Official:

Sage Sangiacomo

Title of Designated Official:

City Manager

Signature of Designated Official:

Date:

12/03/2021**CA HCD USE ONLY BELOW THIS LINE**☐ Recommended for Approval☐ Not Recommended for Approval due to:Grant Administrator (CDBG-CV) or CDBG
Representative (Annual CDBG) SignatureDateCA HCD Program Manager SignatureDateCA HCD Section Chief Manager ApprovalDate



AGENDA SUMMARY REPORT

SUBJECT: Approve the Purchase of Printing Services for the Activities and Recreation Guide from Wesco Graphics in the Amount of \$47,774.61.

DEPARTMENT: Finance

PREPARED BY: Seth Strader, Buyer I

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Request for Bid
2. Bid Tabulation

Summary: Council will consider approving the purchase of printing services for the Activities and Recreation Guide from Wesco Graphics in the amount of \$47,774.61.

Background: The Community Services Department publishes an Activities and Recreation Guide three times per year: winter/spring, summer, and fall. 18,000 copies are produced for each seasonal run. The large-scale nature of the publication requires the services of a printing company.

Discussion: On November 2, 2021, a Request for Bid was released to local and non-local printing and production companies. Please see Attachment 1 for a copy of this Request for Bid. Two submissions were received; please see Attachment 2 for a copy of the bid tabulation.

Wesco Graphics had the lowest responsible bid in the amount of \$47,774.61. Pricing is based on a three-year agreement, with nine (9) publication runs total at 18,000 copies per run. Price includes delivery and mailing of the completed Activities and Recreation Guides.

Recommended Action: Approve the purchase of printing services for the Activities and Recreation Guide from Wesco Graphics in the amount of \$47,774.61.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 10022850.54100: \$20,546.53

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: C# 1718145

COORDINATED WITH: Marianne Davison, Recreation Coordinator & Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager

**REQUEST FOR BID**

300 SEMINARY AVENUE
UKIAH, CALIFORNIA 95482
P: (707) 467-5719, F: (707) 313-3621

Bids may be emailed, faxed, or hand delivered, to the contact information listed herein, and by the specified deadline, or the bid will be rejected.

Submitted by:
(Company Name
& Address)

DATE: 11/2/21**REQ. NO. E39249**

BIDS WILL BE RECEIVED UNTIL
1:30 p.m., November 15, 2021

AT THE OFFICE OF THE BUYER

300 SEMINARY AVE. CITY OF UKIAH

BY: Seth Strader

Email: sstrader@cityofukiah.com

BIDS ARE REQUESTED FOR THE FOLLOWING ITEMS:**ALL BIDS SHALL BE F.O.B. UKIAH, CA.**

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
9 Runs	Production of Recreation Guide, 44-64 pages per booklet *18,000 copies per run (two week print time per run must be guaranteed) *Minimum paper quality: 34# 72EB inferior quality will not be considered. *Final Trim Size: 8-3/8" x 10-5/8" with bleeds. *Glossy, full-color 80# cover text weight stock with full color throughout. *Pricing to include all fill, proofs, plating, printing and bindery. *Pricing to include mail sorting. *All quotations are to be F.O.B., Ukiah Post Office, and over-runs to City of Ukiah, 411 Clay Street Final layout is provided in high-resolution, PDF format. 9 runs = 3 years of Recreation Guides: Winter/Spring, Summer, Fall (Sample of current Recreation Guide attached.) **Can provide sample hard copy upon request.** The following is required with bid: 1) Reference List of at least 3 customers doing similar work for. 2) Samples of similar work, along with paper samples of what is being offered. (Not required for incumbent contracted vendor) - Revised 11/12/21 Production schedule for next run (Winter/Spring): 12/13/21: Material given to printer for production. 12/27/21: Delivered to Ukiah Post Office 12/28/21: Recreation Guide Distribution Begins		
		Tax (8.875%):	
		Shipping:	
		TOTAL:	
		Payment Terms:	N30

SIGNATURE:	DATE:	LEAD TIME ARO :
PRINT NAME:	PHONE:	EMAIL:

TERMS:

1. LOCAL PREFERENCE: Local Vendors shall be given an allowance of five percent (5%), up to a maximum allowance of \$2,500, on any bid for supplies, equipment and/or materials per Ukiah City Code Section 1522.D.4. A Local Vendor is defined as one which, 1) conducts business in an office or other business premises with a physical location in Mendocino County, 2) holds a valid business license issued by Mendocino County or one of the cities in Mendocino County for that business location, and 3) has conducted business in compliance with 1) and 2) for not less than six (6) months prior to requesting the preference. The City shall receive satisfactory proof that a business qualifies as a local vendor before it may receive the local preference. In the event that there is a tie bid, where one bidder is local, the other is not, and the bid is equal in price and quality, the award shall go to the Local Vendor.
2. Right is reserved to reject any and all bids.
3. Right is reserved to accept separate items unless specifically denied by bidder.
4. Right is reserved to reject a bid from any bidder who has previously failed to perform adequately for the City of Ukiah.
5. In CASE OF DEFAULT, the City of Ukiah may procure the items quoted on from other sources and hold the original bidder liable for any increased costs.
6. The price, terms, delivery point, and delivery date may individually or collectively be the basis of the awarding of the bid.
7. In submitting the bid, bidder agrees that the bid shall remain open and may not be revoked or withdrawn for 60 days from the bid due date, unless a different time period is specified in RFB.
8. Bidder agrees to perform according to its bid, if the City's acceptance is communicated to the bidder within the time specified in number 7 above.

BID TABULATION
PRINTING SERVICES FOR RECREATION GUIDE

Recreation Guide 2021	Wesco Graphics	Taylor Print Impressions
Subtotal one run of 18,000 copies	\$ 4,875.58	\$ 18,708.30
Delivery	Included	\$ 983.00
Mailing	Included	
Tax	\$ 432.71	\$ 1,660.26
1 Run Total	\$ 5,308.29	\$ 20,368.56
9 Run Total	\$ 47,774.61	\$ 183,317.04



AGENDA SUMMARY REPORT

SUBJECT: Approval New Classifications in the Financial Services Specialist Series, and Corresponding Budget Amendment to the Finance Department Personnel Allocations.

DEPARTMENT: Finance
PREPARED BY: Dan Buffalo, Finance Director, Sheri Mannion, H.R. Director/Risk Manager
PRESENTER: Dan Buffalo, Finance Director

ATTACHMENTS:

None

Summary: Council will consider approving new classifications in the Financial Services Specialist Series, and a budget amendment to Finance Department Personnel allocations. The modifications requested will not change the number of authorized employees for the Finance Department, but will allow the Department to fill vacancies and shift existing labor resources to the appropriate job assignments/classifications and operational needs of the agency.

Background: The Finance Department requests its budgeted personnel allocation account be amended to allow the filling of positions currently at the Financial Services Specialist class with the following: one position at the Accountant class (*a professional level series requiring formal education and training in generally accepted accounting principles (GAAP)*); and one position at the newly created Senior Financial Services Specialist (*a team lead position*). The Department also requests that Council approve the additional of a new classification of the Senior Financial Services Specialist to the Financial Services Specialist series.

Shifting responsibilities in the Finance Department's Accounting and Disbursements Divisions have necessitated the need for increased technical competency, formal education in accounting, and accounting-specific experience. Due to attrition, the Department maintains two (2) vacancies in the Financial Services Specialist (FSS) class (*an accounting technician level*).

As the Department continues to enhance its competency in governmental accounting and deepen its ability to provide a high level of service delivery, opportunities have presented themselves to recruit and promote team members with a higher level of professional competency and ability. This is in line with the Department's stated budgetary and strategic planning goal of building a pool of GAAP trained governmental accountants and finance professionals well versed in the nuance and complexity of municipal accounting, internal audited, budgeting, and financial management.

The FSS class is an accounting technician series designed and used to deploy personnel with specific technical skill sets in basic processing of accounting functions, such as accounts payable, accounts receivable, payroll assistance, budget assistance, etc. The newly created Senior Financial Services Specialist position, a third level in the series, enhances the scope and responsibility level of the FSS to include workflow assignments and basic workflow and function supervision in a team lead capacity. The FSS class is distinguished from the Accountant series in that the latter can be tasked with higher level functioning, including, but not limited to, managerial responsibilities, knowledge in professional accounting standards

(GAAP) - particularly in the government space - ability to analyze complex or difficult accounting issues, maintain the City's general ledger, and prepare internal and external reports, such as audited financial statements. Further, the educational and competency requirements of the Accountant series are higher, requiring robust formal education and deliberate practice in accounting.

Discussion: The substitution of one allocated FSS position with one Accountant position will strengthen the Department's technical competency, improve efficiency in performing technical functions, and result in more robust and effective service delivery. The substitution of the other FSS position with one Senior FSS position will allow certain Finance functions to be managed with greater efficiency through delegation of team leader responsibilities to team members who are ready and able to serve at that level.

The budgetary cost of the substitution for the remainder of the fiscal year is estimated to be between \$17,826 and \$21,213, depending on where the qualified candidate is placed on the salary schedule. The new classification of Senior FSS will be subject to the Administrative and Maintenance Unit Memorandum of Understanding with the base salary of \$4,072-\$4,950 per month.

Those costs are allocated per the City indirect cost allocation plan.

Recommended Action: Approve new classifications in the Financial Services Specialist series; approve the reduction of two (2) allocated Financial Services Specialist positions with a corresponding increase to one (1) Accountant position and one (1) Senior Financial Services Specialist position; and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: Personnel accounts: \$1,128,849

PROPOSED BUDGET AMOUNT: \$1,150,062

FINANCING SOURCE: Indirect cost allocation

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: HR Department

Approved: 
Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Receive and File Report of Acquisition of Professional Services from Alpha Analytical Laboratories, Inc. in the Amount of \$20,712.85, for Quarterly Water Sampling and Completion of Chemical Examination Reports for the Ukiah Landfill.

DEPARTMENT: Public Works

PREPARED BY: Jason Benson, Senior Civil Engineer

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Alpha Analytical Lab Invoices_30NOV2021

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

Background: In compliance with Section 1522 of the City Code, this report is submitted to the City Council for the purpose of reporting the acquisition of professional consulting services costing more than \$10,000.

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

Discussion: The Public Works Department requested Alpha Analytical Laboratories, Inc. to conduct quarterly water sampling and to prepare chemical examination reports for the Ukiah Landfill. Alpha Analytical completed the quarterly water sampling and produced the chemical examination reports for the amount of \$20,712.85.

For reference, please refer to Attachment #1, a copy of the Alpha Analytical invoices. In conjunction with these chemical examination reports, EBA Engineering analyzes the data to prepare and submit the required detection monitoring report to the NCRWQCB.

Recommended Action: Receive and file report of acquisition of professional services from Alpha Analytical Laboratories, Inc. in the amount of \$20,712.85, for quarterly water sampling and completion of chemical examination reports for the Ukiah Landfill.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: 70024500.52100: \$457,924.35

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 47602

COORDINATED WITH: Tim Eriksen, Director of Public Works / City Engineer and Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager

CITY OF UKIAH

ATTACHMENT #1

DEPARTMENT PW
DATE 11-30-21
SUG. SUPPLIER Alpha Analytical

REQUISITION **E39269**PURCHASE ORDER NO. 47602

CARD NO.	QUANTITY	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	TOTAL
	1	Annual Well Monitoring per Inv # 1113228	70024500.52100		6,067.95
	1	Annual Well Monitoring per Inv # 1114001			6,396.95
	1	Annual Well Monitoring per Inv # 1113231			7,140.95
	1	Annual Leachate Testing per Inv # 1113287			1,107.00
		C#2122064			

BUDGETED AMOUNT
OR EXPENDITURE BALANCE \$ 471 K (SN)

Seth Strader
DEPT. HEAD OR AUTHORIZED AGENT



208 Mason Street
Ukiah, CA 95482

Statement

WATERS, SEDIMENTS, SOLIDS

Phone #	accounting@alpha-labs.com
(707) 468-0401	www.alpha-labs.com

Date
11/30/2021

To:
City of Ukiah Landfill 300 Seminary Ave. Ukiah, CA 95482 Attn: A/P

Account #
UKIAHLF

Amount Due	Amount Enc.
\$19,352.85	

Date	Transaction	Amount	Balance
10/31/2021	Balance forward		-1,360.00
11/12/2021	INV #1113228. Due 12/12/2021. 21J1405	6,067.95	4,707.95
11/12/2021	INV #1113231. Due 12/12/2021. 21J1575	7,140.95	11,848.90
11/12/2021	INV #1113287. Due 12/12/2021. 21J1813	1,107.00	12,955.90
11/17/2021	INV #1114001. Due 12/17/2021. 21J1812	6,396.95	19,352.85
CURRENT		19,352.85	
1-30 DAYS PAST DUE		0.00	
31-60 DAYS PAST DUE		0.00	
61-90 DAYS PAST DUE		0.00	
OVER 90 DAYS PAST DUE		0.00	
			Amount Due
			\$19,352.85





INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc.

email: clientservices@alpha-labs.com

Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Bill To: Ukiah Landfill
300 Seminary Ave
Ukiah, CA 95482
Attn: Jason Benson

Invoice #: 1113228-UKIAHLF
Date: 11/12/21
Project ID: Monitoring Wells - Annual
Project No: Monitoring Wells - Annual
PO/Reference:

Order #
21J1405

Receipt Date
10/11/21

Terms
NET 30

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
5	Silver Dissolved by EPA 200.7 [10 day]	Water	\$175.00	\$875.00
5	Aluminum Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
5	Total Alkalinity by SM2320B [10 day]	Water	\$15.00	\$75.00
5	Ammonia by SM4500-NH3 C [10 day]	Water	\$25.00	\$125.00
5	Arsenic Dissolved by EPA 200.8 [10 day]	Water	\$0.00	\$0.00
5	Boron Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$75.00
5	Barium Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
1	Large Bailer [10 day]	Water	\$225.00	\$225.00
5	Beryllium Dissolved EPA 200.7 [10 day]	Water	\$0.00	\$0.00
5	Bicarbonate by SM2320B [10 day]	Water	\$15.00	\$75.00
5	Calcium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$75.00
5	Carbonate by SM2320B [10 day]	Water	\$15.00	\$75.00
5	Cadmium Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
5	Chloride by EPA 300.0 [10 day]	Water	\$18.00	\$90.00
5	Cobalt Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
5	Conductivity by SM2510B [10 day]	Water	\$10.00	\$50.00
5	Chromium Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
5	Hexavalent Chromium in Water by EPA 7196A [10 day]	Water	\$30.00	\$150.00
5	Copper Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
5	Iron Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
1	Field Technician [10 day]	Water	\$825.00	\$825.00
1	Filters [10 day]	Water	\$200.00	\$200.00
5	Fluoride by EPA 300.0 [10 day]	Water	\$18.00	\$90.00
1	GeoTracker EDF File [10 day]	Water	\$303.00	\$303.00
5	Handling & Disposal [10 day]	Water	\$3.00	\$15.00
5	Mercury Dissolved by EPA 245.1 [10 day]	Water	\$0.00	\$0.00
5	Potassium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$75.00



INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc.

email: clientservices@alpha-labs.com

Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Bill To: Ukiah Landfill
300 Seminary Ave
Ukiah, CA 95482

Attn: Jason Benson

Invoice #: 1113228-UKIAHLF
Date: 11/12/21

Project ID: Monitoring Wells - Annual
Project No: Monitoring Wells - Annual
PO/Reference:

Order #
21J1405

Receipt Date
10/11/21

Terms
NET 30

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
5	Magnesium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$75.00
1	Miles [10 day]	Water	\$4.95	\$4.95
5	Manganese Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
5	Molybdenum Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
5	Sodium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$75.00
1	NB Volatiles by EPA 8260 [10 day]	Water	\$200.00	\$200.00
1	NB Semivolatiles by EPA 8270 [10 day]	Water	\$0.00	\$0.00
5	NB Oil and Grease (HEM) [10 day]	Water	\$50.00	\$250.00
5	NB TPH as Diesel/Motor Oil by EPA 8015B [10 day]	Water	\$125.00	\$625.00
5	NB TPH as Gas & VOAs by EPA 8015 & 8260B [10 day]	Water	\$200.00	\$1,000.00
5	Nickel Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
5	Total Nitrogen (NO ₂ , NO ₃ , TKN & Calc.) [10 day]	Water	\$45.00	\$225.00
5	Lead Dissolved by EPA 200.8 [10 day]	Water	\$0.00	\$0.00
5	pH Water by SM4500-H+ B [10 day]	Water	\$10.00	\$50.00
5	Antimony Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
5	Selenium Dissolved by EPA 200.8 [10 day]	Water	\$0.00	\$0.00
5	Tin Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
5	Total Dissolved Solids by SM2540C [10 day]	Water	\$15.00	\$75.00
5	Sulfate by EPA 300.0 [10 day]	Water	\$18.00	\$90.00
5	Thallium Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
5	Vanadium Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
5	Zinc Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00

Invoice Total: \$6,067.95



INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc.

email: clientservices@alpha-labs.com

Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Bill To: Ukiah Landfill
300 Seminary Ave
Ukiah, CA 95482

Attn: Jason Benson

Invoice #: 1113231-UKIAHLF

Date: 11/12/21

Project ID: Monitoring Wells - Annual

Project No: Monitoring Wells - Annual

PO/Reference:

Order #
21J1575

Receipt Date
10/12/21

Terms
NET 30

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
6	Silver Dissolved by EPA 200.7 [10 day]	Water	\$175.00	\$1,050.00
1	Aluminum Dissolved by EPA 200.7 [10 day]	Water	\$50.00	\$50.00
5	Aluminum Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
6	Total Alkalinity by SM2320B [10 day]	Water	\$15.00	\$90.00
6	Ammonia by SM4500-NH3 C [10 day]	Water	\$25.00	\$150.00
6	Arsenic Dissolved by EPA 200.8 [10 day]	Water	\$0.00	\$0.00
6	Boron Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$90.00
6	Barium Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
1	Large Bailer [10 day]	Water	\$270.00	\$270.00
6	Beryllium Dissolved EPA 200.7 [10 day]	Water	\$0.00	\$0.00
6	Bicarbonate by SM2320B [10 day]	Water	\$15.00	\$90.00
6	Calcium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$90.00
6	Carbonate by SM2320B [10 day]	Water	\$15.00	\$90.00
6	Cadmium Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
6	Chloride by EPA 300.0 [10 day]	Water	\$18.00	\$108.00
6	Cobalt Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
6	Conductivity by SM2510B [10 day]	Water	\$10.00	\$60.00
6	Chromium Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
6	Hexavalent Chromium in Water by EPA 7196A [10 day]	Water	\$30.00	\$180.00
6	Copper Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
6	Iron Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
1	Field Technician [10 day]	Water	\$825.00	\$825.00
1	Filters [10 day]	Water	\$240.00	\$240.00
6	Fluoride by EPA 300.0 [10 day]	Water	\$18.00	\$108.00
1	GeoTracker EDF File [10 day]	Water	\$379.00	\$379.00
6	Handling & Disposal [10 day]	Water	\$3.00	\$18.00
6	Mercury Dissolved by EPA 245.1 [10 day]	Water	\$0.00	\$0.00



INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc.

email: clientservices@alpha-labs.com

Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Bill To: Ukiah Landfill
300 Seminary Ave
Ukiah, CA 95482

Attn: Jason Benson

Invoice #: 1113231-UKIAHLF

Date: 11/12/21

Project ID: Monitoring Wells - Annual

Project No: Monitoring Wells - Annual

PO/Reference:

Order #
21J1575

Receipt Date
10/12/21

Terms
NET 30

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
6	Potassium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$90.00
6	Magnesium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$90.00
1	Miles [10 day]	Water	\$4.95	\$4.95
6	Manganese Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
6	Molybdenum Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
6	Sodium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$90.00
1	NB Volatiles by EPA 8260 [10 day]	Water	\$200.00	\$200.00
1	NB Semivolatiles by EPA 8270 [10 day]	Water	\$0.00	\$0.00
6	NB Oil and Grease (HEM) [10 day]	Water	\$50.00	\$300.00
6	NB TPH as Diesel/Motor Oil by EPA 8015B [10 day]	Water	\$125.00	\$750.00
6	NB TPH as Gas & VOAs by EPA 8015 & 8260B [10 day]	Water	\$200.00	\$1,200.00
6	Nickel Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
6	Total Nitrogen (NO ₂ , NO ₃ , TKN & Calc.) [10 day]	Water	\$45.00	\$270.00
6	Lead Dissolved by EPA 200.8 [10 day]	Water	\$0.00	\$0.00
6	pH Water by SM4500-H+ B [10 day]	Water	\$10.00	\$60.00
6	Antimony Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
6	Selenium Dissolved by EPA 200.8 [10 day]	Water	\$0.00	\$0.00
6	Tin Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
6	Total Dissolved Solids by SM2540C [10 day]	Water	\$15.00	\$90.00
6	Sulfate by EPA 300.0 [10 day]	Water	\$18.00	\$108.00
6	Thallium Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
6	Vanadium Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
6	Zinc Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00

Invoice Total: \$7,140.95



INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc.

email: clientservices@alpha-labs.com

Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Bill To: Ukiah Landfill
300 Seminary Ave
Ukiah, CA 95482
Attn: Jason Benson

Invoice #: 1113287-UKIAHLF
Date: 11/12/21
Project ID: Leachate - Annual
Project No: Leachate - Annual
PO/Reference:

Order #
21J1813

Receipt Date
10/13/21

Terms
NET 30

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
1	Silver Dissolved by EPA 200.7 [10 day]	Water	\$175.00	\$175.00
1	Aluminum Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
1	Total Alkalinity by SM2320B [10 day]	Water	\$15.00	\$15.00
1	Ammonia by SM4500-NH3 C [10 day]	Water	\$25.00	\$25.00
1	Arsenic Dissolved by EPA 200.8 [10 day]	Water	\$50.00	\$50.00
1	Boron Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$15.00
1	Barium Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
1	BAL BOD by SM5210B [10 day]	Water	\$33.00	\$33.00
1	Beryllium Dissolved EPA 200.7 [10 day]	Water	\$0.00	\$0.00
1	Bicarbonate by SM2320B [10 day]	Water	\$15.00	\$15.00
1	Calcium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$15.00
1	Carbonate by SM2320B [10 day]	Water	\$15.00	\$15.00
1	Cadmium Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
1	Chloride by EPA 300.0 [10 day]	Water	\$18.00	\$18.00
1	Cobalt Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
1	COD by SM5220D [10 day]	Water	\$30.00	\$30.00
1	Chromium Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
1	Hexavalent Chromium in Water by EPA 7196A [10 day]	Water	\$30.00	\$30.00
1	Copper Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
1	Iron Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
1	Fluoride by EPA 300.0 [10 day]	Water	\$0.00	\$0.00
1	GeoTracker EDF File [10 day]	Water	\$53.00	\$53.00
1	Handling & Disposal [10 day]	Water	\$3.00	\$3.00
1	Mercury Dissolved by EPA 245.1 [10 day]	Water	\$0.00	\$0.00
1	Potassium Dissolved by EPA 200.7 [10 day]	Water	\$40.00	\$40.00
1	Magnesium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$15.00
1	Manganese Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00



INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc.

email: clientservices@alpha-labs.com

Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Bill To: Ukiah Landfill
300 Seminary Ave
Ukiah, CA 95482
Attn: Jason Benson

Invoice #: 1113287-UKIAHLF
Date: 11/12/21
Project ID: Leachate - Annual
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PO/Reference:

Order #
21J1813

Receipt Date
10/13/21

Terms
NET 30

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
1	Molybdenum Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
1	Sodium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$15.00
1	NB Oil and Grease (HEM) [10 day]	Water	\$50.00	\$50.00
1	NB TPH as Diesel/Motor Oil by EPA 8015B [10 day]	Water	\$125.00	\$125.00
1	NB TPH as Gas & VOAs by EPA 8015 & 8260B [10 day]	Water	\$200.00	\$200.00
1	Nickel Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
1	Nitrate as N by EPA 300.0 [10 day]	Water	\$18.00	\$18.00
1	Lead Dissolved by EPA 200.8 [10 day]	Water	\$50.00	\$50.00
1	Antimony Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
1	Selenium Dissolved by EPA 200.8 [10 day]	Water	\$50.00	\$50.00
1	Tin Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
1	Total Dissolved Solids by SM2540C [10 day]	Water	\$15.00	\$15.00
1	Total Suspended Solids by SM2540D [10 day]	Water	\$19.00	\$19.00
1	Sulfate by EPA 300.0 [10 day]	Water	\$18.00	\$18.00
1	Thallium Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
1	Vanadium Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
1	Zinc Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00

Invoice Total: \$1,107.00



INVOICE

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Bill To: Ukiah Landfill
300 Seminary Ave
Ukiah, CA 95482
Attn: Jason Benson

Invoice #: 1114001-UKIAHLF
Date: 11/17/21
Project ID: Monitoring Wells - Annual
Project No: Monitoring Wells - Annual
PO/Reference:

Order #
21J1812

Receipt Date
10/13/21

Terms
NET 30

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
5	Silver Dissolved by EPA 200.7 [10 day]	Water	\$175.00	\$875.00
5	Aluminum Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
5	Total Alkalinity by SM2320B [10 day]	Water	\$15.00	\$75.00
5	Ammonia by SM4500-NH3 C [10 day]	Water	\$25.00	\$125.00
5	Arsenic Dissolved by EPA 200.8 [10 day]	Water	\$0.00	\$0.00
5	Boron Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$75.00
5	Barium Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
1	Large Bailer [10 day]	Water	\$270.00	\$270.00
5	Beryllium Dissolved EPA 200.7 [10 day]	Water	\$0.00	\$0.00
5	Bicarbonate by SM2320B [10 day]	Water	\$15.00	\$75.00
5	Calcium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$75.00
5	Carbonate by SM2320B [10 day]	Water	\$15.00	\$75.00
5	Cadmium Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
5	Chloride by EPA 300.0 [10 day]	Water	\$18.00	\$90.00
5	Cobalt Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
5	Conductivity by SM2510B [10 day]	Water	\$10.00	\$50.00
5	Chromium Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
5	Hexavalent Chromium in Water by EPA 7196A [10 day]	Water	\$30.00	\$150.00
5	Copper Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
5	Iron Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
1	Field Technician [10 day]	Water	\$880.00	\$880.00
1	Filters [10 day]	Water	\$240.00	\$240.00
5	Fluoride by EPA 300.0 [10 day]	Water	\$18.00	\$90.00
1	Generator Rental [10 day]	Water	\$150.00	\$150.00
1	GeoTracker EDF File [10 day]	Water	\$342.00	\$342.00
5	Handling & Disposal [10 day]	Water	\$3.00	\$15.00
5	Mercury Dissolved by EPA 245.1 [10 day]	Water	\$0.00	\$0.00



INVOICE

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Alpha Analytical Laboratories, Inc.

email: clientservices@alpha-labs.com

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Bill To: Ukiah Landfill
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Attn: Jason Benson

Invoice #: 1114001-UKIAHLF
Date: 11/17/21

Project ID: Monitoring Wells - Annual
Project No: Monitoring Wells - Annual
PO/Reference:

Order #
21J1812

Receipt Date
10/13/21

Terms
NET 30

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
5	Potassium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$75.00
5	Magnesium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$75.00
1	Miles [10 day]	Water	\$4.95	\$4.95
5	Manganese Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
5	Molybdenum Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
5	Sodium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$75.00
1	NB Volatiles by EPA 8260 [10 day]	Water	\$200.00	\$200.00
1	NB Semivolatiles by EPA 8270 [10 day]	Water	\$0.00	\$0.00
5	NB Oil and Grease (HEM) [10 day]	Water	\$50.00	\$250.00
5	NB TPH as Diesel/Motor Oil by EPA 8015B [10 day]	Water	\$125.00	\$625.00
5	NB TPH as Gas & VOAs by EPA 8015 & 8260B [10 day]	Water	\$200.00	\$1,000.00
5	Nickel Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
5	Total Nitrogen (NO ₂ , NO ₃ , TKN & Calc.) [10 day]	Water	\$45.00	\$225.00
5	Lead Dissolved by EPA 200.8 [10 day]	Water	\$0.00	\$0.00
5	pH Water by SM4500-H+ B [10 day]	Water	\$10.00	\$50.00
5	Antimony Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
5	Selenium Dissolved by EPA 200.8 [10 day]	Water	\$0.00	\$0.00
5	Tin Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
5	Total Dissolved Solids by SM2540C [10 day]	Water	\$15.00	\$75.00
5	Sulfate by EPA 300.0 [10 day]	Water	\$18.00	\$90.00
5	Thallium Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
5	Vanadium Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00
5	Zinc Dissolved by EPA 200.7 [10 day]	Water	\$0.00	\$0.00

Invoice Total: \$6,396.95



AGENDA SUMMARY REPORT

SUBJECT: Approve Change Order #09 to CV Larsen Company in the Amount of \$146,405.36, and Extend the Pressure Zone 2 South Reservoir Replacement Project, Specification No. 20-02 for a Total Revised Contract Amount of \$1,353,129.45, and Approve Corresponding Budget Amendment.

DEPARTMENT: Public Works

PREPARED BY: Jason Benson, Senior Civil Engineer

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Proposed Change Order 9
2. Change Order 1
3. Change Order 2
4. Change Order 3 & 4
5. Change Order 5
6. Change Order 6
7. Change Order 7
8. Change Order 8
9. Change Order 10 - Schedule

Summary: Council will consider approval of Change Order #09 in the amount of \$146,405.36 with CV Larsen Company for services related to the Pressure Zone 2 South Reservoir Replacement Project.

Background: The City Council awarded a construction contract on July 1, 2020, to CV Larsen Company in the amount of \$526,500 for the replacement of the Pressure Zone 2 South (PZ2S) Reservoir that is located west of the golf course.

On February 3, 2021, Council approved Change Order #03 to CV Larsen Company in the amount of \$173,283.12 for revisions to overall site layout to provide improved vehicular access and installation of approximately 400 feet of water main replacement for both Pressure Zone 2 Reservoirs.

On August 18, 2021, Council approved Change Order #06 to CV Larsen Company in the amount of \$430,773.04 for the existing water mainline and other distribution appurtenances from the pump station (located on golf course property) up to the Pressure Zone 2 Reservoir area to be replaced. This resolved numerous maintenance issues that required the City Water department to investigate and repair issues related to the existing pumps, valves, and piping.

The project's original work for reservoir replacement is currently in progress, and the tank water test and the water system telemetry (telecommunication for monitoring) work is scheduled for completion in December 2021.

Discussion: City Staff has worked with the contractor daily since construction began and has found their work to be of high quality, efficient, and commensurate with the scope of work. During this time, City Staff has found: the construction access road in disrepair, electrical work for the new and existing PZ2 water reservoirs requiring updates, instrumentation and controls work for the new and existing PZ2 water

reservoirs requiring updates, the reservoir site perimeter fencing not a viable option, the access gate open/close actuator not a viable option, and the access gate area requiring visibility for City Staff access during the darkness hours of the day.

City Staff reached out to CV Larsen Company for a cost estimate to perform the work needed to replace the existing cart path that was used as the construction access road to the reservoir area. Staff has reviewed the cost associated with the work and Larsen's cost for the work is \$152,730. This work includes demo of the existing cart path, subgrade prep, placed with AB and AC, and hydroseed applied in the bare site area. The new cart path will be the City Staff access road to the PZ1 and PZ2 reservoirs. This work includes path widening and subgrade strengthening for large equipment such as larger utility trucks, fire trucks, and heavy equipment easy and maintainable access.

In addition to the above-mentioned work, City Staff has found other items within the project construction boundaries and scope of work that require revisions to the design and construction plans and revisions to the overall site security and safety. Again, City Staff reached out to CV Larsen Company for a cost estimate to perform the work needed. This work includes items such as: Mike Brown Electric (MBE) to perform additional electric work to update and connect the existing PZ2N reservoir power and communications, and for MBE to furnish and install (1) 12-ft steel pole and (1) LED fixture head with photocell and motion sensor control, including a pole foundation at access gate to PZ2 reservoir area.

CV Larsen Company performed and continues to perform the work requested, and Staff found the fees to be commensurate with the scope of work. Larsen's cost for the work is \$146,405.36.

Staff recommends award of a change order for professional services agreement to CV Larsen Company in the amount of \$146,405.36. The funding source for this project work will be Water (Fund 820). The agreed upon addendum proposals to the contract for this work is included under Attachment 1. The change order, if approved, will authorize increasing this project account balance by the proposal total of \$146,405.36 into account #82227113.80230.15071. Change Orders 7-8 totaling \$0.00 were for the project's Contract Schedule update. The total revised contract amount including all change orders will be \$1,353,129.45.

Change orders 1-10 (attachments 2 - 10) have been attached for reference. Change order 10 was initiated at the same time as Change order 9, but being only a schedule did not need Council approval, and therefore was completed ahead of Change order 9.

Recommended Action: Approve Change Order #09 to CV Larsen Company in the amount of \$146,405.36, and extend the Pressure Zone 2 South Reservoir Replacement Project, Specification No. 20-02 for a total revised contract amount of \$1,353,129.45, and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 82227113.80230.15071:\$0

PROPOSED BUDGET AMOUNT: 82227113.80230.15071: \$146,406

FINANCING SOURCE: Water Fund Reserves

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Contract Number 2021-087

COORDINATED WITH: Sean White, Director of Water Resources; Tim Eriksen, Director of Public Works / City Engineer; Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager

**CITY OF UKIAH
CONTRACT CHANGE ORDER**

ORDER NO. 9

DATE: November 29, 2021

Contract for: Pressure Zone 2 South (PZ2S) Water Reservoir Replacement Project,
Specification No. 20-02; Contract #2021-087

Owner: City of Ukiah, 300 Seminary Avenue, Ukiah, California, 95482-5400

To: C.V Larsen Co., 1846 Ludwig Avenue, Santa Rosa, CA 95407-6413

You are hereby directed to make the herein described changes from the contract plans and specifications or do the following described work not included in the contract plans and specifications:

Change requested by: City Engineer

Description of Changes - Itemized Breakdown	ESTIMATED DECREASE To Contract Amount	ESTIMATED INCREASE To Contract Amount
Remove and replace approximately 1,300 LF of the existing cart path used for project access, per the request of CCO #1. The cart path shall be placed with 6" of Class II AB for the 12' wide base and 3" of HMA for an 8' wide cart path. Once completed, this route to be used by vehicle and equipment to access the City's water reservoirs on the west side of the golf course property.	\$0.00	\$150,875.00
PCO 9: Access gate actuator. The existing gate will not operate properly with the actuator originally proposed by Arrow Fencing.	\$14,076.00	\$0.00
PCO 14: Fencing and rock to prevent vehicle access around the east side of the PZ2S Reservoir	\$8,457.00	\$0.00
PCO 20: Patch and repair cart path, per CCO #1.	\$14,000.00	\$0.00
Mike Brown Electric (MBE) to perform additional electric work to update and connect the existing PZ2N reservoir power and communications to the PZ2S reservoir. Work includes: power for tank equipment, installation of rigid conduit underground and attached to tank, pull approximately 500 feet of #16 wire, limit switch, seal-tight conduit and connectors, and install flood light.		\$19,838.00
Add light and foundation at access gate to PZ2 reservoir area. MBE to furnish and install (1) Visionaire 12-ft steel pole and (1) 78W LED fixture head with photocell and motion sensor control		\$5,657.86
Hydroseed area of approximately 5,300 SF at \$0.35/SF.		\$1,855.00
PACE Invoice		\$4,713.00
ESTIMATED NET CHANGE IN CONTRACT PRICE	\$36,533.00	\$182,938.36

The amount of the Contract will be \$146,405.36
(decreased/increased/~~unchanged~~) by the estimated sum
of:

The contract total including this and previous Change \$1,353,129.45
Orders will be:

**CITY OF UKIAH
CONTRACT CHANGE ORDER**

**The contract period provided for completion will be
(increased/decreased/unchanged): 15 Working Days**

This change order constitutes full and complete compensation for all labor equipment, materials, overhead, profit, any and all indirect costs, and time adjustments required to perform the above described change.

Recommended By:

Jason Benson, City of Ukiah

Date

Approved By:

Tim Eriksen, City of Ukiah

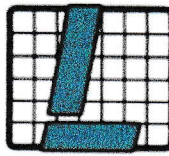
Date

Accepted:

Chris Larsen, C.V Larsen Co.

Date

This information will be issued as a record of any changes to the original construction contract.



C.V. LARSEN CO.
ENGINEERING CONTRACTORS
1846 Ludwig Ave Santa Rosa CA 95407-6413
(707) 526-3750 V (707) 571-8481 Fax
www.cvlarsen.com * bigskyhorse@hotmail.com

3 November 2021

Jason Benson, P.E.
Senior Engineer
City of Ukiah Engineering Division

Re: PZ2S Tank Replacement Project No. 2021-087
Remove and Replace road from Maple to PZ2 Golf Course Hole No. 4 R-1

Jason:

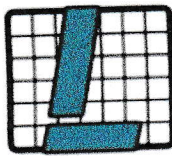
On 10/13/21 at the weekly project meeting, we were asked to submit pricing for the removal and replacement of the golf cart path near Hole No. 4 in the lower golf course. This path was used for project access per Change Order No. 1.

The new proposed road will be 8' wide, 3" thick $\frac{1}{2}$ " asphalt placed on compacted 12' wide 6" thick class 2 AB. The length of the road is 1,222 l.f.

Please see attached estimates for this work including credits.

Thank you,

Chris Larsen
C.V. Larsen Co.



C.V. LARSEN CO.
ENGINEERING CONTRACTORS
1846 Ludwig Ave Santa Rosa CA 95407-6413
(707) 526-3750 V (707) 571-8481 Fax
www.cvlarsen.com * bigskyhorse@hotmail.com

3 November 2021

Jason Benson, P.E.
Senior Engineer
City of Ukiah Engineering Division

Re: PZ2S Tank Replacement Project No. 2021-087
Current credits to Contract

Jason:

It was discussed at our project meeting on 10/27/21 that our fence subcontractor Arrow Fencing has determined that the existing City Furnished gate will not operate properly with the gate actuator they proposed. They stated they are not interested in performing the chain link fencing without performing the actuator also so they have asked for their subcontract to be terminated.

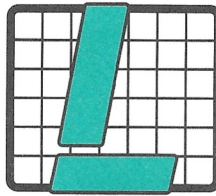
At the project meeting on 11/3/21, it was decided to place a roadway light at the same location.

Please see below for the credits for these items.

PCO 9 Gate Actuator	-\$14,076.00
PCO 14 No fence/rock	-\$ 8,457.00
PCO 20 Repair Path	<u>-\$14,000.00</u>
Subtotal	-\$36,533.00
Add light & foundation	\$ 5,657.86
TOTAL CREDITS	-\$30,875.14

Sincerely,

Chris Larsen
C.V. Larsen Co.



C.V. LARSEN CO.
ENGINEERING CONTRACTORS

1846 Ludwig Avenue • Santa Rosa, CA 95407-6413
(707) 526-3750
www.cvlarsen.com

16 November 2021

Jason Benson, P.E.
Senior Engineer
City of Ukiah Engineering Division

Re: PZ2S Tank Replacement Project No. 2021-087
Remove and replace road from Maple to PZ2 Golf Course Hole No. 4

Jason:

On 10/13/21 at the weekly project meeting, we were asked to submit pricing for the removal and replacement of the golf cart path near Hole No. 4 in the lower golf course. This path was used for project access per Change Order No. 1.

The new proposed road will be 8' wide, 3" thick, 3/4" asphalt placed on compacted 12' wide 6" thick class 2 AB. The length of the road is 1,222 l.f.

Previously in Change Order No. 1 we estimated patching the existing path with pothole patches. This item will be credited back to the contract in the amount of \$14,000.00.

Along with that credit are the following:

Credit PCO14 -\$ 8,457.00
Credit PCO 9 -\$14,076.00

Total credits -\$30,875.00

Original cost to perform the road replacement: \$150,875.00
Deduct all credits: -\$30,875.00

New cost to perform the road replacement \$120,000.00.

Thank you,

Shauna Larsen for:
Chris Larsen, Owner
Principal Engineer
C.V. Larsen Co.



Proposal

CONT LIC #325681
DIR # 1000001441



PAGE NO. 1
OF 1 PAGES
SINCE 1976

POST OFFICE BOX 3638, SANTA ROSA, CA 95402 ♦ (707) 579-2141 ♦ FAX (707) 569-1418

PROPOSAL SUBMITTED TO:

NAME: CV Larsen Co.

STREET: 1846 Ludwig Ave.

CITY: Santa Rosa

STATE: CA

ZIP: 95407

DATE OF BID: October 13, 2021

PHONE: 481-2020 FAX: 571-8481

JOB NAME: City of Ukiah Tank Project

STREET:

CITY: Ukiah

STATE: CA

ENGINEER: City of Ukiah

DATE OF PLANS: n/a

We hereby submit specifications and estimates for:

Existing road repairs, includes mob

\$ 29,877.00

MADE TO PZQS REPLACEMENT
Extra work road improvements, includes mob.

\$ 76,924.00

Work described on attachment "A"

Note: If extra work is approved, deduct \$ 3,000.00 from total

We hereby propose to furnish labor and materials complete in accordance with the above specifications, for the sum of:

----- As Noted Above -----

With payment to be made as follows: 10th of month following invoicing

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. In the event payment is not made within the terms specified herein, it is understood interest will be charged at the rate of 1 1/2% per month on the unpaid amount. In the event legal action must be taken to enforce collection of any part of the amount due including extras, owner agrees to pay reasonable attorney fees in addition to all sums due hereunder. It is further understood that the court of venue is Sonoma County.

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature: _____

Richard J. Owens
Richard J. Owens

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, and P.O. Box 26000, Sacramento, California 95826.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payments will be made as outlined above.

Date: _____

Signature: _____



MAILING ADDRESS: P.O. BOX 3638 SANTA ROSA, CA 95402
3289 REGIONAL PARKWAY SANTA ROSA, CA 95403

PHONE (707) 579-2141
FAX (707) 569-1418

October 13, 2021

Attachment "A"

To: CV Larsen Co.

Re: City of Ukiah Tank Project

Work to Include:

Existing road improvements to include:

Sweep pathways

Tack as required

Furnish and place asphalt

5' x 113 lf x 2 ½"

5' x 106 lf x 2 ½"

Create super 12' x 80' x 0" to 12"

12' x 301 lf x 2"

5' x 219 lf x 2"

5 ditch crossings, 2' x 12' x 2 ½"

Furnish and place 6" CI 2 Base, 12' x 1,222 lf - 14,664 sf

Furnish and place 3" ½" asphalt, 8' x 1,222 lf - 9,776 sf

Backfill paving with CI 2 base

Exclusions:

Permits, fees, bonds, soils engineering & testing, staking & layout, temp. facilities, handling of hazardous materials, any erosion control mandated by a public agency, or any item not specifically listed above.



Mike Brown Electric Co.
561-A Mercantile Drive
Cotati, CA 94931-0059
(707) 792-8100 • Fax (707) 792-8110
Contractor's License #306767
D.I.R. #1000000469

November 3, 2021

Chris Larsen
C.V. Larsen Co.
P.O. Box 7832
Santa Rosa, CA 95407

Subject: Ukiah Tanks – New Pole Light at Gate.

Mike Brown Electric Co., a NECA/IBEW Contractor, is pleased to offer our services to provide necessary labor and materials for the following scope of work:

- Furnish and install (1) SSP12-4.0-11-STD VISIONAIRE BZ-DM10-BC-LAB 12ft steel pole.
- Furnish and install (1) PGS-1-OPTIC?-48LC-5-4K-UNV-AM-BZ-PCR-120/277-WSC-20-DIM 78W LED fixture head with photocell and motion sensor control.
- Concrete foundation to be installed by others. We will provide the anchor bolts.
- Connect to and utilize existing power at the new light location.

Notations & Exclusions:

- Payment is due within 30 days of presentation of Invoice.
- Permit and Utility fees are excluded (MBE can obtain at cost plus 25%).
- No retention is to be withheld.
- Excludes work performed on premium time.

Our proposed price for the scope of work is: \$ 4,235.00

Please call if you have any questions. Thank you for this opportunity to be of service.

Sincerely,

Eric Nogleberg
Service Manager

All material is guaranteed to be as specified. All work to be conducted in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within 10 days.

PO Number _____

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

Print Name _____

An Employee Owned Company

* SUBCONTRACTOR QUOTE FOR GATE ACTIVATOR
PLACE GATE + UNDERGROUND POWER NOT INCLUDED



ARROW FENCING
CALPELLA, CA 95418
Arrowfencingca.com

Agricultural • Commercial • Residential

State & Federal

License # 585041

P.O. BOX 385
707-485-1128 Fax: 707-485-1142
chris@arrowfencingca.com

PROPOSAL/CONTRACT

Page 1
01/17/2021

Customer Information:

Olarsen
Oakland, CA

Job Information:

481-2020
Golf Course Tank Gate

Notes:

- Install 1- M/L LA500 swing gate opener
- 1-Through beam photo eye
- 3- loops
- Goose neck
- 1506 key pad Konx box
- antenna kit if needed
- 10- 811 Remotes
- UL325

Existing bar gate
post and gate must be level and straight
Power by others

11,500.00

ARROW FENCING - CALIFORNIA CONTRACTORS LICENSE #585041

NOTICE TO OWNER: (SECTION 7019 - CONTRACTORS LICENSE LAW) UNDER THE MECHANIC'S LIEN LAW, ANY CONTRACTOR, SUBCONTRACTOR, LABORER, MATERIALMAN OR OTHER PERSON WHO HELPS TO IMPROVE YOUR PROPERTY AND IS NOT PAID FOR HIS LABOR, SERVICES OR MATERIAL, HAS A RIGHT TO ENFORCE HIS CLAIM AGAINST YOUR PROPERTY.

UNDER THE LAW, YOU MAY PROTECT YOURSELF AGAINST SUCH CLAIMS BY FILING, BEFORE COMMENCING SUCH WORK OR IMPROVEMENT, AN ORIGINAL CONTRACT FOR THE WORK OF IMPROVEMENT OR A MODIFICATION THEREOF, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY WHERE THE PROPERTY IS SITUATED AND REQUIRING THAT A CONTRACTOR'S PAYMENT BOND BE RECORDED IN SUCH OFFICE. SAID BOND SHALL BE IN AN AMOUNT NOT LESS THAN FIFTY PERCENT (50%) OF THE CONTRACT PRICE AND SHALL, IN ADDITION TO ANY CONDITIONS FOR THE PERFORMANCE OF THE CONTRACT, BE CONDITIONED FOR THE PAYMENT IN FULL OF THE CLAIMS OF ALL PERSONS FURNISHING LABOR, SERVICES, EQUIPMENT OR MATERIALS FOR THE WORK DESCRIBED IN SAID CONTRACT.

The responsibility for complying with local zoning regulations and obtaining any required permits shall rest with the customer. ARROW FENCING will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does ARROW FENCING assume any responsibility concerning property lines or in any way guarantee their accuracy. If property lines cannot be located it is recommended that the customer have the property surveyed.

ARROW FENCING assumes no responsibility for damage to underground utilities, public or private. The customer will assume all liability for any damage caused by directing ARROW FENCING to dig in the immediate vicinity of known utilities.

The final billing will be based on the actual footage of fencing built and the work performed. Partial billing for materials delivered to the job site and work completed may be sent at weekly intervals. Adjustments for material used on this job and adjustments for labor will be charged or credited at the currently established rates.

Additional charges for any extra work not covered in this contract that was requested by the customer will also be added. The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced.

A finance charge of 1 1/2% per month (or a minimum of \$1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 10 days after completion of any work invoiced. All materials will remain the property of ARROW FENCING until all invoices pertaining to this job are paid in full. The customer agrees to pay all interest and any costs incurred in the collection of this debt.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD, [9835 Soethe Road], Sacramento, California. [Mailing Address: P.O. Box 25000, Sacramento, California 95827.]

Approved & Accepted for Customer:

Contract Amount: \$ _____

Down Payment: \$ _____

Balance Due: \$ _____

Accepted for ARROW FENCING: _____



Mike Brown Electric Co.
561-A Mercantile Drive
Cotati, CA 94931-0059
(707) 792-8100 • Fax (707) 792-8110
Contractor's License #306767
D.I.R. #1000000469

November 3, 2021

Chris Larsen
C.V. Larsen Co.
P.O. Box 7832
Santa Rosa, CA 95407

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Sincerely,

Eric Nogleberg
Service Manager

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Note: This proposal may be withdrawn by us if not accepted within 10 days.

PO Number _____

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

Print Name _____



SSP

Square Non-Tapered Steel Poles



Pole Shaft

The pole shaft is one piece construction, being fabricated from a weldable grade carbon steel structural tubing which has a uniform wall thickness of 11 gauge (0.1196"), 7 gauge (0.1793"), or 3 gauge (0.2391"). The pole shaft material shall conform to ASTM A500 Grade C with a minimum yield strength of 50,000 psi. The pole shaft has a full length longitudinal resistance weld and is uniformly square in cross-section with flat sides, small corner radii and excellent torsional properties.

Base Plate

The anchor base is fabricated from structural quality hot rolled carbon steel plate that meets or exceeds a minimum yield strength of 36,000 psi. The anchor base telescopes the pole shaft and is circumferentially welded top and bottom. All welds are performed in accordance with the American Welding Society specification AWS D1.1, latest edition.

Anchor Bolts

Anchor bolts are fabricated from commercial quality hot rolled carbon steel bar that meets or exceeds a minimum yield strength of 55,000 psi. Four properly sized anchor bolts, each with two regular hex nuts and washers, are furnished and shipped with all poles unless otherwise specified. Anchor bolts shall have the threaded end galvanized a minimum of 8 inches in accordance with ASTM A153. Fully galvanized anchor bolts are available upon request.

Handhole

An oval reinforced gasketed handhole, having a nominal 3" x 5" or 4" x 6-1/2" inside opening, located 1'-6" above base, is standard on all poles. Optional 5" x 8" and 4" x 10" handholes are available (see options). A grounding provision is located inside the handhole ring.

Finishes

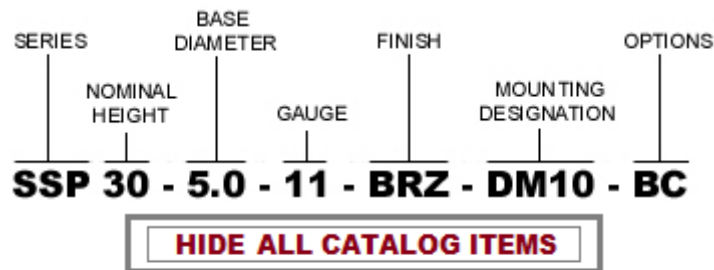
The [Standard Finish](#) is a polyester thermosetting powder coating applied to the surface of the substrate to a minimum of 3 mils for all color finishes. [Hot dip Galvanized](#) finish to a ASTM A123 specification or primed finish is also available. For optional finishes, see [K-KLAD](#) and [K-KLAD Over Galvanizing](#).

HOW TO ORDER

When ordering KW lighting standards, mounting adaptors and accessories, be sure to specify the complete catalog number. Our catalog numbers reflect the precise specifications of the item ordered to ensure our customers will receive the product which meets their exact requirements.

The following explanation of the catalog numbers will be helpful in placing orders:

CATALOG LOGIC - ORDERING SAMPLE



Catalog Number	Nominal Height	Pole Shaft	Gauge	Handhole Size	Anchor Bolt	Bolt Circle	80 MPH	90 MPH	100 MPH	Ship WT.
SSP10-4.0-11	10	4.0 x 10.0	11	3 x 5	0.75 x 17 x 3	8	42.1	33.5	27.1	87
SSP10-4.0-7	10	4.0 x 10.0	7	3 x 5	0.75 x 30 x 3	8	55	44	35.5	130

SSP10-5.0-11	10	5.0 x 10.0	11	3 x 5	1.00 x 36 x 4	11	58	44	34	151
SSP12-4.0-11	12	4.0 x 12.0	11	3 x 5	0.75 x 17 x 3	8	33.7	26.7	21.4	100
SSP12-4.0-7	12	4.0 x 12.0	7	3 x 5	0.75 x 30 x 3	8	47.5	37.3	29.8	150
SSP12-5.0-11	12	5.0 x 12.0	11	3 x 5	1.00 x 36 x 4	11	49	38	29	168
SSP14-4.0-11	14	4.0 x 14.0	11	3 x 5	0.75 x 17 x 3	8	27.4	21.5	17.1	113
SSP14-4.0-7	14	4.0 x 14.0	7	3 x 5	0.75 x 30 x 3	8	40	31	24.5	170
SSP14-5.0-11	14	5.0 x 14.0	11	3 x 5	1.00 x 36 x 4	11	40	30	23	184
SSP14-5.0-7	14	5.0 x 14.0	7	3 x 5	1.00 x 36 x 4	11	65	52	41.5	242
SSP15-4.0-11	15	4.0 x 15.0	11	3 x 5	0.75 x 17 x 3	8	20.7	16.1	12.6	119
SSP15-4.0-7	15	4.0 x 15.0	7	3 x 5	0.75 x 30 x 3	8	30.9	24.4	19.6	172
SSP15-5.0-11	15	5.0 x 15.0	11	3 x 5	1.00 x 36 x 4	11	36	27.5	21	192
SSP15-5.0-7	15	5.0 x 15.0	7	3 x 5	1.00 x 36 x 4	11	59	46.5	37	254
SSP16-4.0-11	16	4.0 x 16.0	11	3 x 5	0.75 x 17 x 3	8	18.7	14.4	11.2	125
SSP16-4.0-7	16	4.0 x 16.0	7	3 x 5	0.75 x 30 x 3	8	27.2	20.7	16	210
SSP16-5.0-11	16	5.0 x 16.0	11	3 x 5	1.00 x 36 x 4	11	33.5	25	18	201
SSP16-5.0-7	16	5.0 x 16.0	7	3 x 5	1.00 x 36 x 4	11	54	43	34	266
SSP18-4.0-11	18	4.0 x 18.0	11	3 x 5	0.75 x 17 x 3	8	15.2	11.5	8.7	138
SSP18-4.0-7	18	4.0 x 18.0	7	3 x 5	0.75 x 30 x 3	8	27.2	20.7	16	210
SSP18-5.0-11	18	5.0 x 18.0	11	3 x 5	1.00 x 36 x 4	11	27	19.5	15	218
SSP18-5.0-7	18	5.0 x 18.0	7	3 x 5	1.00 x 36 x 4	11	46	36	28	291
SSP20-4.0-11	20	4.0 x 20.0	11	3 x 5	0.75 x 17 x 3	8	12.3	9	6.5	151
SSP20-4.0-7	20	4.0 x 20.0	7	3 x 5	0.75 x 30 x 3	8	19.6	15	11.5	219
SSP20-5.0-11	20	5.0 x 20.0	11	3 x 5	1.00 x 36 x 4	11	22.2	16.8	12.6	235
SSP20-5.0-7	20	5.0 x 20.0	7	3 x 5	1.00 x 36 x 4	11	35.4	27.5	21.5	313
SSP20-6.0-7	20	6.0 x 20.0	7	3 x 5	1.00 x 36 x 4	11.5	56	42.5	33.5	368
SSP22-4.0-11	22	4.0 x 22.0	11	3 x 5	0.75 x 17 x 3	8	6.9	4.3	2.3	182
SSP22-4.0-7	22	4.0 x 22.0	7	3 x 5	0.75 x 30 x 3	8	12.2	8.7	6	266
SSP22-5.0-11	22	5.0 x 22.0	11	3 x 5	1.00 x 36 x 4	11	18.5	13.6	9.8	252
SSP22-5.0-7	22	5.0 x 22.0	7	3 x 5	1.00 x 36 x 4	11	30.2	23.2	17.8	337
SSP22-6.0-7	22	6.0 x 22.0	7	3 x 5	1.00 x 36 x 4	11.5	49	37.5	28	398
SSP24-4.0-7	24	4.0 x 24.0	7	3 x 5	0.75 x 30 x 3	8	12.2	8.7	6	266
SSP24-5.0-11	24	5.0 x 24.0	11	3 x 5	1.00 x 36 x 4	11	15.2	10.8	7.4	268
SSP24-5.0-7	24	5.0 x 24.0	7	3 x 5	1.00 x 36 x 4	11	25.8	19.4	14.6	361
SSP24-6.0-7	24	6.0 x 24.0	7	3 x 5	1.00 x 36 x 4	11.5	42	31.5	23	428
SSP25-4.0-11	25	4.0 x 25.0	11	3 x 5	0.75 x 17 x 3	8	6.9	4.3	2.3	182
SSP25-4.0-7	25	4.0 x 25.0	7	3 x 5	0.75 x 30 x 3	8	12.2	8.7	6	266
SSP25-5.0-11	25	5.0 x 25.0	11	3 x 5	1.00 x 36 x 4	11	13.8	9.5	6.3	276
SSP25-5.0-7	25	5.0 x 25.0	7	3 x 5	1.00 x 36 x 4	11	23.8	17.7	13.1	373
SSP25-6.0-7	25	6.0 x 25.0	7	3 x 5	1.00 x 36 x 4	11.5	39	28.5	21	443
SSP26-4.0-7	26	4.0 x 26.0	7	3 x 5	0.75 x 30 x 3	8	6.9	4	1	312
SSP26-5.0-11	26	5.0 x 26.0	11	3 x 5	1.00 x 36 x 4	11	12.4	8.3	5.2	284
SSP26-5.0-7	26	5.0 x 26.0	7	3 x 5	1.00 x 36 x 4	11	21.9	16.1	11.8	384
SSP26-6.0-7	26	6.0 x 26.0	7	3 x 5	1.00 x 36 x 4	11.5	35.5	25.5	18.5	457
SSP28-4.0-7	28	4.0 x 28.0	7	3 x 5	0.75 x 30 x 3	8	6.9	4	1	312
SSP28-5.0-11	28	5.0 x 28.0	11	3 x 5	1.00 x 36 x 4	11	9.8	6.1	3.2	300
SSP28-5.0-7	28	5.0 x 28.0	7	3 x 5	1.00 x 36 x 4	11	18.4	13.2	9.2	408
SSP28-6.0-7	28	6.0 x 28.0	7	3 x 5	1.00 x 36 x 4	11.5	30	21.5	15	487
SSP30-4.0-7	30	4.0 x 30.0	7	3 x 5	0.75 x 30 x 3	8	6.9	4	1	312
SSP30-5.0-11	30	5.0 x 30.0	11	3 x 5	1.00 x 36 x 4	11	6.5	3.5	1.2	315
SSP30-5.0-7	30	5.0 x 30.0	7	3 x 5	1.00 x 36 x 4	11	13.4	9.1	5.9	432
SSP30-6.0-7	30	6.0 x 30.0	7	3 x 5	1.00 x 36 x 4	11.5	27.5	19.9	14.1	512
SSP30-6.0-3	30	6.0 x 30.0	3	3 x 5	1.00 x 36 x 4	12	34.3	25.3	18.5	645
SSP35-5.0-7	35	5.0 x 35.0	7	3 x 5	1.00 x 36 x 4	11	7.2	3.7	1	491
SSP35-6.0-7	35	6.0 x 35.0	7	3 x 5	1.00 x 36 x 4	11.5	15	9.5	5.3	584
SSP35-6.0-3	35	6.0 x 35.0	3	3 x 5	1.00 x 36 x 4	12	19.7	13.2	8.2	739
SSP39-6.0-7	39	6.0 x 39.0	7	3 x 5	1.00 x 36 x 4	11.5	9.2	4.3	0.6	642
SSP39-6.0-3	39	6.0 x 39.0	3	3 x 5	1.00 x 36 x 4	12	13	7.4	3.1	814

FINISHES

Standard

BRZ Bronze
BLK Black

Galvanized

G Galvanized

K-KLAD

K813 Bronze
K821 Black

K-KLAD Over Galvanizing

KZ13 Bronze
KZ21 Black

GRY Gray
GRN Green
WHT White
P Primed
NA Natural Aluminum

K841 Gray
K891 Green
K881 White
K845 Natural Aluminum

KZ41 Gray
KZ91 Green
KZ81 White
KZ45 Natural Aluminum

1 YEAR WARRANTY**5 YEAR WARRANTY****10 YEAR WARRANTY****MOUNTING DESIGNATIONS****Tenon Mount**

2 2 3/8" x 4" TENON
3 2 7/8" x 4" TENON
3.5 3 1/2" x 6" TENON
4 4" x 6" TENON

Drill Mount

DM10 Drilled for 1 Luminaire
DM2090 Drilled for 2 Luminaires @ 90°
DM2180 Drilled for 2 Luminaires @ 180°
DM3090 Drilled for 3 Luminaires @ 90°
DM4090 Drilled for 4 Luminaires @ 90°

Open Mount

OT Open Top
OTC Open Top includes Pole Cap

Gain Mount

1GSS4 (1) CXA
2GSS4 (2) CXA's located on the Same Side
3GSS4 (3) CXA's located on the Same Side
4GSS4 (4) CXA's located on the Same Side
2GBB4 (2) CXA's located Back to Back
4GBB4 (4) CXA's located Back to Back
1GSS9 (1) CXASQ
2GSS9 (2) CXASQ's located on the Same Side
3GSS9 (3) CXASQ's located on the Same Side
4GSS9 (4) CXASQ's located on the Same Side
2GBB9 (2) CXASQ's located Back to Back
4GBB9 (4) CXASQ's located Back to Back

OPTIONS

There are numerous options that can be ordered. Please indicate these selections under the options column in the catalog number. Example: CPL-WPR2-BC.

Accessories

BC Base Cover
CPL Threaded Coupling*
NPL Threaded Nipple*
WPRP Festoon Opening**
LAB Less Anchor Bolt
VDI Vibration Damper Internal

Optional Handholes

58HH 5" x 8" Handhole*
410HH 4" x 10" Handhole*

Extra Handholes

XHH Extra Handhole*

Embedment Pole Options

E Embedded Pole
GS Ground Sleeve
CTE Coal Tar Epoxy

For Embedment Poles:

Recommended Mounting Height	Recommended Embedment Depth
Less than 20'	4'

		20' - 33'	6'
<u>Additional Simplex</u>		Greater than 33'	7'
1S	1 @ 0° *	Greater embedment depths are available upon request. Embedment poles greater than 35' are not available.	
2S	2 @ 180° *		
3S	3 @ 90° *		
4S	4 @ 90° *		

* Please advise size, location, and orientation. (Handholes are restricted by size of pole shaft diameter)

** Located 24" above baseplate and same side as handhole. (No electrical included)

PACKAGING

Immediately after coating, the lighting standard including the baseplate shall be wrapped in heavy corrugation specially designed and sized to achieve maximum protection in transit.

KW Industries, Inc. coating process system and stringent quality control procedures provide our customer the finest quality lighting standards in the industry.

PGS-1 LED Specifications



Project Name:

Catalog Number:

Type:

The new **PGS-1 LED** luminaire from Visionaire combines contemporary design with new LED technology; while maintaining a traditional architectural fixture image. The LEDs Performance and Life are maximized by the unique integral aluminum heat sink. It is an ideal replacement for the high-maintenance HID fixtures of yesterday.

The LED housing is formed aluminum; with either 16, 32 or 48 LEDs. Mounting options include Universal Bolt On Arm, Yoke Mount, Knuckle Mount or Wall Mount. The Universal Bolt on Arm is available with a Quick Mount Pole Adaptor for retrofitting existing poles.

Eight optical distribution patterns are available. Choose between 3000, 4000 or 5000 Kelvin temperature of the LEDs.

A durable polyester powder coat finish is guaranteed for five years; and is available in standard or custom colors.

The **PGS-1 LED** series is an exceptional choice for universities, shopping centers, parks and recreational areas; and general site lighting.

Ordering Information

MODEL	OPTICS	LEDs	CURRENT	KELVIN	VOLTAGE	MOUNTING	FINISH	OPTIONS	OPTIONS
PGS-1	T3	48LC	5	4K	UNV	AM	BZ	PCR-120 WSC-20	DIM
PGS-1	T1 Type 1	16LC	3 350mA	3K 3000K	UNV 120-277V	AM Arm Mount	BZ Bronze	PCR-120	DIM 0-10v Dimming Driver
	T2 Type 2	32LC	5 530mA	4K 4000K	8 347V	UBOA Universal Bolt-On Arm	BK Black	PCR-208	VWC Visionaire Wireless Controls Consult Factory
	T3 Type 3	48LC	7 700mA	5K 5000K	5 480V	YM Yoke Mount	SBK Smooth Black	PCR-240	RPP Round Pole Plate Adaptor
	T4 Type 4					KM Knuckle Mount	WH White	PCR-277	ROT-R Rotated Optics Right Side
	T4A Type 4 Automotive					WM Wall Mount	SWH Smooth White	PCR-347	ROT-L Rotated Optics Left Side
	T5 Type 5					*Round Pole Plate Adaptors (RPP) are to be ordered separately.	GP Graphite	PCR-480 Photocell & Receptacle	CLS Back Side Cutoff Louver Shield
	T5W Type 5 Wide						GY Grey	PER	
	T5WR Type 5 Wide Round						SL Silver Metallic	5PINPER	
							CC Custom Color	7PINPER 3, 5, or 7 Pin Photo Receptacle w/shorting cap *Requires Dimming Driver	
								WSC-8 Motion Sensor 8' Mounting Height	
								WSC-20 Motion Sensor 9-20' Mounting Height	
								WSC-40 Motion Sensor 21-40' Mounting Height	

*The WSC options will require (1)FSIR 100 remote for programing

Housing

Heavy duty formed aluminum housing with internal heat sink for maximum heat dissipation. Silicone gasket is used for weather tight operation.

Mounting

Universal Bolt On Arm - A pre-attached aluminum arm (UBOA) is supplied along with a Universal Quick Mount pole adaptor for fast and easy attachment to the pole.

Yoke Mount - A post adaptor fits over a vertical 2 3/8" tenon secured with stainless steel hardware.

Knuckle Mount - An adjustable knuckle slip fits over a 2-3/8" Tenon, and allows for up to 90 degrees of vertical adjustment in 10° increments from horizontal.

Wall Mount - Bolt-on arm wall plate

Thermal Management

The PGS-1 series provides excellent thermal management by mounting the LEDs to the substantial heat sink within the housing. This enables the Luminaire to withstand higher ambient temperatures and driver currents without degrading LED life.

Optical System

The highest lumen output LEDs are utilized. High-performance acrylic optics feature industry leading Type I, II, III, IV and V optical distributions. Acrylic optics are impact-resistant and rated to 94 percent translucence.

L70 life of our LEDs is rated over 100,000 hours (for 700 mA). The optical system qualifies as IES full cutoff to restrict light trespass, glare and light pollution for neighborhood-friendly lighting. CRI values are 70.

Quali-Guard® Finish

The finish is a Quali-Guard® textured, chemically pretreated through a multiple-stage washer, electrostatically applied, thermoset polyester powder coat finish, with a minimum of 3-5 millimeter thickness. Finish is oven-baked at 400° F to promote maximum adherence and finish hardness. All finishes are available in standard and custom colors. Finish is guaranteed for five (5) years.

Electrical Assembly

The PGS-1 LED series is supplied with a choice of 350, 530 or 700 mA high-performance LED drivers that accept 120v thru 480v, 50 Hz to 60 Hz, input. Power factor of 90%. Rated for -40°C operations.

10kV Surge Protector supplied as standard.

Warranty

• Five (5) year Limited Warranty on electrical components, Five (5) year on finish. For full warranty information, please visit visionairelighting.com.

Options

- Photocell & Receptacle
- Photo Receptacle
- Motion Sensor/Control Watt Stopper FSP-211
- 0-10 Volt Dimming Driver
- Wireless Controls
- Round Pole Plate Adapter
- Rotated Optics
- Cutoff Louver Shield

Listings

- PGS-1 is cUL listed, suitable for wet locations.
- IP65 Rated
- Powder Coated Tough
- DLC Listed
- IDA Certification



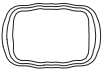
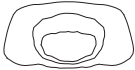
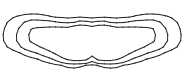
DesignLights Consortium (DLC) qualified Product. Some configurations of this product family may not be DesignLights Consortium (DLC) listed, please refer to the DLC qualified products list to confirm listed configurations. <http://www.designlights.org/>
3000K must be selected for IDA certification.
Fixed mount must be selected for IDA dark sky certification.

Motion Sensor Default Setting									
FSP - 211	High Mode	Low Mode	Time Delay	Cut Off Delay	Sensitivity	Hold Off Setpoint	Photocell On/Off	Ramp Up Time	Fade Down Time
WSC - Default	10V	1V	5 Minutes	1 Hour	Max	Disabled	Disabled	Disabled	Disabled
WSC Range	0-10V	0-9.8V	5-30 Minutes	1-5 Hours	Low, Med, Max	1-250FC	1-250FC	1-60 Dec	1-60 Dec

*Settings can be field modified with the FSIR-100 Programming remote

PGS-1 LED Specifications

Photometric Optical Summary

T1 Type 1	T2 Type 2	T3 Type 3	T4 Type 4	T4A Type 4 Automotive	T5 Type 5	T5W Type 5 Wide	T5WR Type 5 Wide Round
							
EPA Data	 0.70	 1.08	 1.4	 1.56	 1.78	 1.56	

Dimensions

Universal Bolt-On Arm

Width:	PGS-1 16"
Depth:	PGS-1 5.0"
Height:	PGS-1 5.0"
Overall Height:	PGS-1 0.0"
Weight:	20 LBS

Yoke Mount

Width:	PGS-1 16"
Depth:	PGS-1 5.0"
Height:	PGS-1 5.0"
Overall Height:	PGS-1 0.0"
Weight:	20 LBS

Knuckle Mount

Width:	PGS-1 16"
Depth:	PGS-1 5.0"
Height:	PGS-1 5.0"
Overall Height:	PGS-1 0.0"
Weight:	20 LBS

Wall Mount

Width:	PGS-1 16"
Depth:	PGS-1 5.0"
Height:	PGS-1 5.0"
Overall Height:	PGS-1 0.0"
Weight:	20 LBS

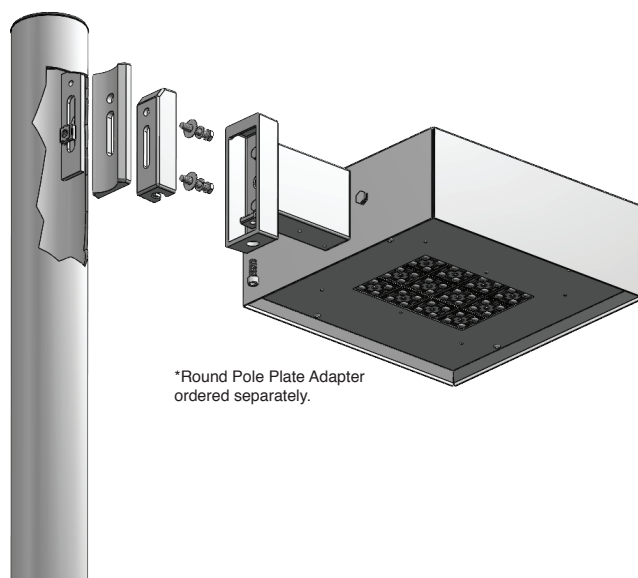
3K Lumen Data									
LEDS	mA	T1	T2	T3	T4	T5	T5W	T5WR	Watts
16	350	2250	2081	2073	2032	2277	2056	2073	18
	530	3239	2997	2986	2926	3279	2961	2986	26
	700	4273	3954	4180	3860	4169	3906	3939	37
32	350	4761	4405	4388	4300	4819	4352	4388	35
	530	6817	6308	6283	6158	6900	6231	6284	52
	700	8619	7975	7944	7785	8723	7878	7944	71
48	350	7136	6603	6577	6446	7223	6523	6577	53
	530	9566	8851	8817	8641	9682	8744	8817	78
	700	12850	11890	11843	11607	13006	11745	11844	107
4K Lumen Data									
16	350	2368	2191	2183	2126	2397	2164	2183	18
	530	3410	3155	3143	3080	3451	3117	3143	26
	700	4498	4162	4400	4063	4388	4112	4146	37
32	350	5011	4637	4619	4527	5072	4581	4619	35
	530	7176	6640	6614	6482	7263	6559	6614	52
	700	9072	8394	8362	8195	9182	8292	8362	71
48	350	7512	6950	6923	6785	7603	6866	6924	53
	530	10070	9317	9281	9096	10192	9204	9281	78
	700	13526	12515	12467	12218	13690	12364	12467	107
5K Lumen Data									
16	350	2272	2102	2094	2053	2300	2077	2079	18
	530	3272	3028	3016	2956	3312	2991	2993	26
	700	4316	3994	4222	3899	4211	3945	3949	37
32	350	4809	4450	4432	4649	4867	4396	4399	35
	530	6886	6372	6347	6220	6970	6294	6299	52
	700	8706	8055	8024	7864	8811	7957	7964	71
48	350	7208	6670	6644	6452	7296	6589	6594	53
	530	9663	8941	8906	8728	9780	8832	8839	78
	700	12980	12010	11963	11724	13137	11864	11873	107

PGS-1 LED Specifications

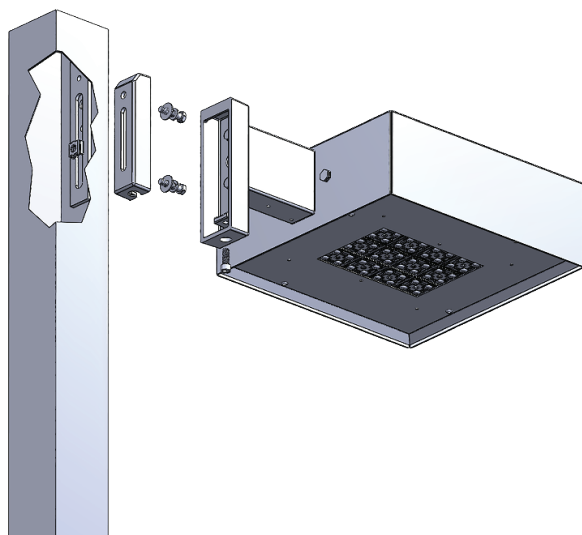
3K LPW Data									
LEDS	mA	T1	T2	T3	T4	T5	T5W	T5WR	Watts
16	350	127	117	117	115	128	116	117	18
	530	124	115	115	112	126	114	115	26
	700	116	108	114	105	114	106	107	37
32	350	135	125	125	122	137	124	125	35
	530	131	121	121	118	133	120	121	52
	700	121	112	112	110	123	111	112	71
48	350	135	125	124	122	136	123	124	53
	530	123	113	113	111	124	112	113	78
	700	120	111	111	108	122	110	111	107
4K LPW Data									
16	350	133	124	123	120	135	122	123	18
	530	131	121	121	118	132	120	121	26
	700	123	113	120	111	120	112	113	37
32	350	142	132	131	128	144	130	131	35
	530	138	128	127	125	140	126	127	52
	700	128	118	118	115	129	117	118	71
48	350	142	131	131	128	143	130	131	53
	530	129	119	119	117	131	118	119	78
	700	126	117	117	114	128	116	117	107
5K LPW Data									
16	350	128	119	118	116	130	117	117	18
	530	126	116	116	113	127	115	115	26
	700	118	109	115	106	115	108	108	37
32	350	137	126	126	132	138	125	125	35
	530	132	123	122	120	134	121	121	52
	700	123	113	113	111	124	112	112	71
48	350	136	126	125	122	138	124	124	53
	530	124	115	114	112	125	113	113	78
	700	121	112	112	110	123	111	111	107

3K BUG Data																								
		T1			T2			T3			T4			T5			T5W			T5WR				
LEDS	mA	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	Watts	
16	350	1	0	1	1	0	1	0	0	1	1	0	1	1	0	0	2	0	1				18	
	530	2	0	2	1	0	1	1	0	1	1	0	1	2	0	0	2	0	1				26	
	700	2	0	2	1	0	2	1	0	1	1	0	1	2	0	1	2	0	1				37	
32	350	3	0	3	2	0	2	1	0	2	1	0	2	3	0	1	3	0	1				35	
	530	3	0	3	2	0	2	1	0	2	1	0	2	3	0	1	3	0	1				52	
	700	3	0	3	2	0	2	1	0	2	2	0	2	3	0	1	3	0	2				71	
48	350	3	0	3	2	0	2	1	0	2	2	0	2	3	0	1	3	0	1				53	
	530	3	0	3	2	0	3	1	0	2	2	0	2	3	0	1	3	0	2				78	
	700	3	0	3	3	0	3	2	0	2	2	0	2	3	0	2	4	0	2				107	
4K BUG Data																								
16	350	1	0	1	1	0	1	0	0	1	1	0	1	1	0	0	2	0	1				18	
	530	2	0	2	1	0	1	1	0	1	1	0	1	2	0	0	2	0	1				26	
	700	2	0	2	1	0	2	1	0	1	1	0	1	2	0	1	3	0	1				37	
32	350	3	0	3	2	0	2	1	0	2	1	0	2	3	0	1	3	0	1				35	
	530	3	0	3	2	0	2	1	0	2	2	0	2	3	0	1	3	0	1				52	
	700	3	0	3	2	0	2	1	0	2	2	0	2	3	0	1	3	0	2				71	
48	350	3	0	3	2	0	2	1	0	2	2	0	2	3	0	1	3	0	1				53	
	530	3	0	3	2	0	3	1	0	2	2	0	2	3	0	1	3	0	2				78	
	700	3	0	3	3	0	3	2	0	2	2	0	2	3	0	2	4	0	2				107	
5K BUG Data																								
16	350	1	0	1	1	0	1	0	0	1	1	0	1	1	0	0	2	0	1				18	
	530	2	0	2	1	0	1	1	0	1	1	0	1	2	0	0	2	0	1				26	
	700	2	0	2	1	0	2	1	0	1	1	0	1	2	0	1	2	0	1				37	
32	350	2	0	2	1	0	2	1	0	1	1	0	1	2	0	1	3	0	1				35	
	530	3	0	3	2	0	2	1	0	2	1	0	2	3	0	1	3	0	1				52	
	700	3	0	3	2	0	2	1	0	2	2	0	2	3	0	1	3	0	2				71	
48	350	3	0	3	2	0	2	1	0	2	2	0	2	3	0	1	3	0	1				53	
	530	3	0	3	2	0	3	1	0	2	2	0	2	3	0	1	3	0	2				78	
	700	3	0	3	3	0	3	2	0	2	2	0	2	3	0	2	4	0	2				107	

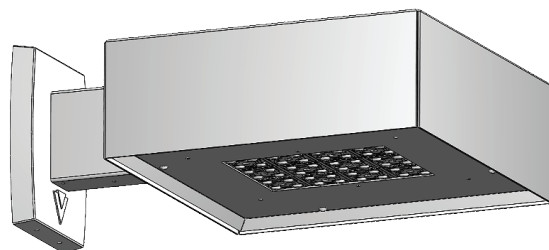
Arm Mount Assembly Drawing

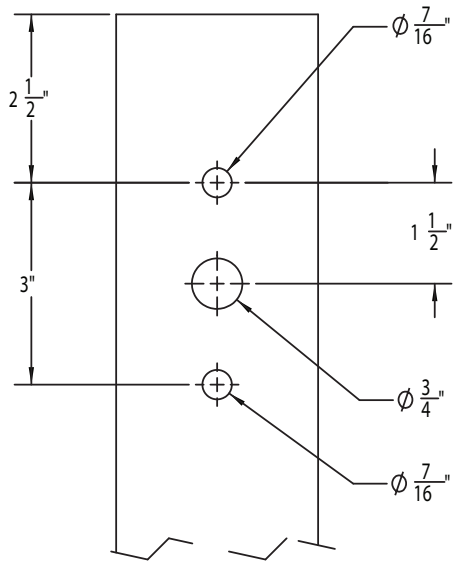
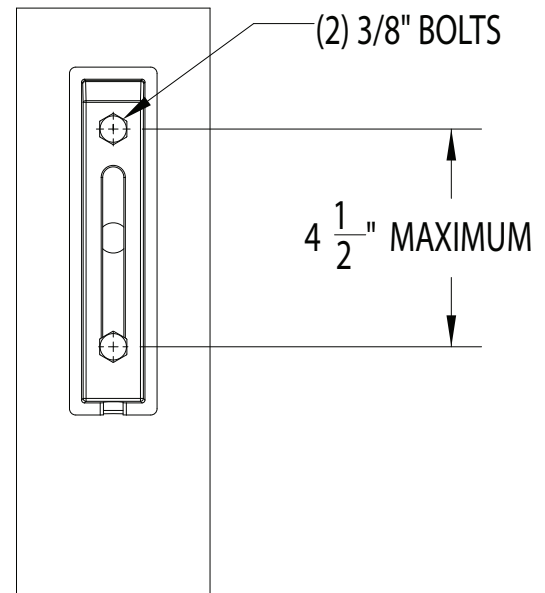
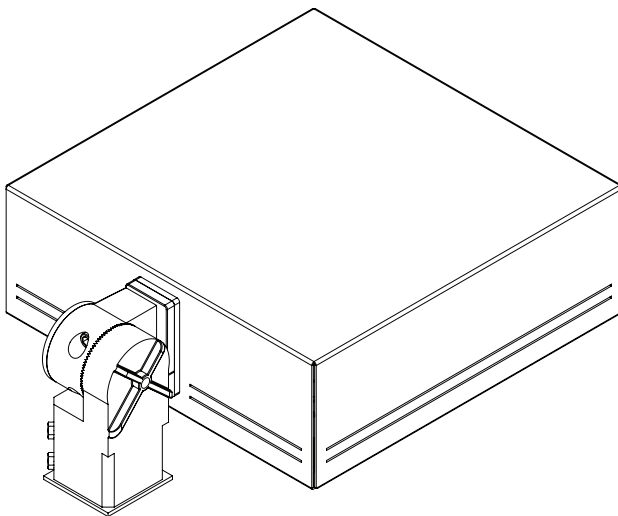


PGS UBOA Assembly Drawing



PGS Wall Mount Drawing



Arm Mount Drill Diagram**UBOA Drill Diagram****PGS Knuckle Mount Drawing**

**CITY OF UKIAH
CONTRACT CHANGE ORDER**

ORDER NO. 1

DATE: December 23, 2020

Contract for: Pressure Zone 2 South (PZ2S) Water Tank Replacement Project, Specification No. 20-02

Owner: City of Ukiah, 300 Seminary Avenue, Ukiah, California, 95482-5400

To: C.V. Larsen Co., 1846 Ludwig Avenue, Santa Rosa, CA 95407-6413

You are hereby directed to make the herein described changes from the contract plans and specifications or do the following described work not included in the contract plans and specifications:

Change requested by: City Engineer

Description of Changes - Itemized Breakdown	ESTIMATED DECREASE To Contract Amount	ESTIMATED INCREASE To Contract Amount
Additional Work as Directed by City on a Time & Materials Basis		\$10,245.93
ESTIMATED NET CHANGE IN CONTRACT PRICE		\$10,245.93

The amount of the Contract will be \$10,245.93
(~~decreased~~/~~increased~~/~~unchanged~~) by the estimated sum
of:

The contract total including this and previous Change \$536,745.93
Orders will be:

The contract period provided for completion will be
(~~increased~~/~~decreased~~/~~unchanged~~): 35 Calendar Days

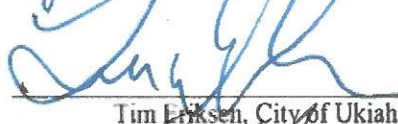
This change order constitutes full and complete compensation for all labor equipment, materials, overhead, profit, any and all indirect costs, and time adjustments required to perform the above described change.

Recommended By:


Jarod Thiele, City of Ukiah

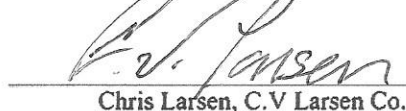
12/23/20
Date

Approved By:


Tim Eriksen, City of Ukiah

12/23/20
Date

Accepted:


Chris Larsen, C.V. Larsen Co.

12/28/20
Date

This information will be issued as a record of any changes to the original construction contract.



C.V. LARSEN CO.
ENGINEERING CONTRACTORS
1846 Ludwig Ave Santa Rosa CA 95407-6413
(707) 526-3750 V (707) 571-8481 Fax
www.cvlarsen.com * bigskyhorse@hotmail.com

FIELD CHANGE ORDER

CHANGE ORDER NO. 1.

DATE: 12/18/20

PROJECT NAME: PZ2S Tank Replacement Project # 2021-087

OWNER: City of Ukiah

CONTRACT DATE: July 6, 2020

TO: Jarod Thiele, City of Ukiah

This Change Order modifies the provisions of that certain contract dated 6 July 2020, by and between Owner and Contractor. The following change is hereby directed in the performance of the contract work:

Contractor to provide access to Project Site as directed by the City of Ukiah.

As a result of the change(s) described above, the amount payable to the Contractor is modified as follows: Time and Materials, as required; as of 12/18/20 \$10,245.93.

As a result of the change(s) noted above, the time permitted for performance of this contract is hereby modified as follows:

Contract NTP 8/27/20, Final negotiation and access granted 10/1/20. Add 35 Calendar Days.

Except as set forth above, all terms and provisions of the contract and all prior change orders remain in full force and effect.


Owner

12/23/20
Date


Contractor

12/28/20
Date

**CITY OF UKIAH
CONTRACT CHANGE ORDER**

ORDER NO. 2

DATE: December 23, 2020

Contract for: Pressure Zone 2 South (PZ2S) Water Tank Replacement Project, Specification No. 20-02

Owner: City of Ukiah, 300 Seminary Avenue, Ukiah, California, 95482-5400

To: C.V Larsen Co., 1846 Ludwig Avenue, Santa Rosa, CA 95407-6413

You are hereby directed to make the herein described changes from the contract plans and specifications or do the following described work not included in the contract plans and specifications:

Change requested by: City Engineer

Description of Changes - Itemized Breakdown	ESTIMATED DECREASE To Contract Amount	ESTIMATED INCREASE To Contract Amount
Additional Engineering Services for Tank Upgrade Evaluation and Options		\$32,024.74
ESTIMATED NET CHANGE IN CONTRACT PRICE		\$32,024.74

The amount of the Contract will be \$32,024.74
(~~decreased~~/increased/~~unchanged~~) by the estimated sum
of:

The contract total including this and previous Change \$568,770.67
Orders will be:

The contract period provided for completion will be
(increased/~~decreased~~/~~unchanged~~): 40 Working Days

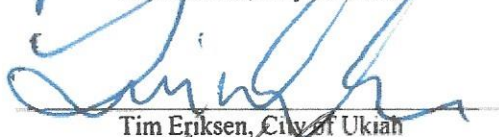
This change order constitutes full and complete compensation for all labor equipment, materials, overhead, profit, any and all indirect costs, and time adjustments required to perform the above described change.

Recommended By:


Jarod Thiele, City of Ukiah

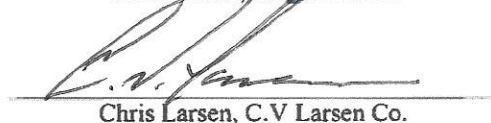
12/23/20
Date

Approved By:


Tim Eriksen, City of Ukiah

12/23/20
Date

Accepted:


Chris Larsen, C.V Larsen Co.

12/28/20
Date

This information will be issued as a record of any changes to the original construction contract.



C.V. LARSEN CO.
ENGINEERING CONTRACTORS
1846 Ludwig Ave Santa Rosa CA 95407-6413
(707) 526-3750 V (707) 571-8481 Fax
www.cvlarsen.com * bigskyhorse@hotmail.com

FIELD CHANGE ORDER

CHANGE ORDER NO. 2

DATE: 12/7/2020

PROJECT: PZ2S Tank Replacement Project #2021-087

OWNER: City of Ukiah CONTRACT DATE: July 6, 2020

TO: Jarod Thiele, City of Ukiah

This Change Order modifies the provisions of that certain contract dated 6 July 2020 by and between Owner and Contractor. The following change is hereby directed in the performance of the contract work:

Perform cost analysis, feasibility and review of the PZ2S System. Meet with treatment plant operators to review and obtain pricing from suppliers and subcontractors.

Scope of Work

Project Engineer to perform cost analysis and feasibility estimate for the following:

Change both Pressure Zone 2 tanks to automated top fill with remote operated valves and telemetry monitoring.

As a result of the change described above, the amount payable to the contractor is modified as follows: 1 LS
\$32,024.74

As a result of the change(s) described above, the time permitted for performance of this contract is hereby modified as follows: Additional 40 working days.

Except as set forth above, all terms and provisions of the contract and all prior change orders remain in full force and effect.

Jarod Thiele
Owner
[Signature]
Contractor

12/23/20
Date
12/28/20
Date

**CITY OF UKIAH
CONTRACT CHANGE ORDER**

ORDER NO. 3 and 4

DATE: February 8, 2021

Contract for: Pressure Zone 2 South (PZ2S) Water Tank Replacement Project, Specification No. 20-02

Owner: City of Ukiah, 300 Seminary Avenue, Ukiah, California, 95482-5400

To: C.V Larsen Co., 1846 Ludwig Avenue, Santa Rosa, CA 95407-6413

You are hereby directed to make the herein described changes from the contract plans and specifications or do the following described work not included in the contract plans and specifications:

Change requested by: City Engineer

Description of Changes - Itemized Breakdown	ESTIMATED DECREASE To Contract Amount	ESTIMATED INCREASE To Contract Amount
Additional clearing and grubbing, excavation and placement of fill, replacement of a valley gutter, drop inlet modifications, replacement of approximately 425 feet of 6 inch water main. Further description is included in the PZ2S Tank Site CCO No. 3 dated December 7, 2020.		\$173,283.12
Re-design and submission of revised tank foundation design and revised freeboard clearance. Further description is included in the PZ2S Tank Site CCO No. 4 dated January 22, 2021		\$5,500
ESTIMATED NET CHANGE IN CONTRACT PRICE		\$178,783.12

The amount of the Contract will be \$178,783.12
(decreased/increased/unchanged) by the estimated sum
of:

The contract total including this and previous Change \$747,553.81
Orders will be:

The contract period provided for completion will be
(increased/decreased/unchanged): 45 Working Days

This change order constitutes full and complete compensation for all labor equipment, materials, overhead, profit, any and all indirect costs, and time adjustments required to perform the above described change.

Recommended By:


Jarod Thiele, City of Ukiah

3/1/21
Date

Approved By:


Tim Eriksen, City of Ukiah

3/1/21
Date

Accepted:


Chris Larsen, C.V Larsen Co.

2-11-21
Date

This information will be issued as a record of any changes to the original construction contract.

**CITY OF UKIAH
CONTRACT CHANGE ORDER**

ORDER NO. 5

DATE: April 16, 2021

Contract for: Pressure Zone 2 South (PZ2S) Water Tank Replacement Project, Specification No. 20-02

Owner: City of Ukiah, 300 Seminary Avenue, Ukiah, California, 95482-5400

To: C.V. Larsen Co., 1846 Ludwig Avenue, Santa Rosa, CA 95407-6413

You are hereby directed to make the herein described changes from the contract plans and specifications or do the following described work not included in the contract plans and specifications:

Change requested by: City Engineer

Description of Changes - Itemized Breakdown	ESTIMATED DECREASE To Contract Amount	ESTIMATED INCREASE To Contract Amount
Construction of a re-designed tank foundation to meet California Seismic Requirements. Further description is included in the PZ2S Tank Site CCO No. 5 dated March 23, 2021		\$28,397.26
ESTIMATED NET CHANGE IN CONTRACT PRICE		\$28,397.26

The amount of the Contract will be \$28,397.26
(decreased/increased/unchanged) by the estimated sum
of:

The contract total including this and previous Change \$775,951.07
Orders will be:

The contract period provided for completion will be
(increased/decreased/unchanged): 10 Working Days

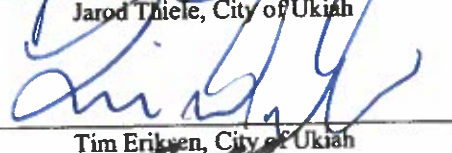
This change order constitutes full and complete compensation for all labor equipment, materials, overhead, profit, any and all indirect costs, and time adjustments required to perform the above described change.

Recommended By:


Jarod Thiele, City of Ukiah

4/23/21
Date

Approved By:


Tim Eriksen, City of Ukiah

4/23/21
Date

Accepted:


Chris Larsen, C.V. Larsen Co.

4/19/21
Date

This information will be issued as a record of any changes to the original construction contract.

**CITY OF UKIAH
CONTRACT CHANGE ORDER**

ORDER NO. 6

DATE: August 24, 2021

Contract for: Pressure Zone 2 South (PZ2S) Water Reservoir Replacement Project,
Specification No. 20-02; Contract #2021-087

Owner: City of Ukiah, 300 Seminary Avenue, Ukiah, California, 95482-5400

To: C.V Larsen Co., 1846 Ludwig Avenue, Santa Rosa, CA 95407-6413

You are hereby directed to make the herein described changes from the contract plans and specifications or do the following described work not included in the contract plans and specifications:

Change requested by: City Engineer

Description of Changes - Itemized Breakdown	ESTIMATED DECREASE To Contract Amount	ESTIMATED INCREASE To Contract Amount
City Council approved CCO No. 6 on August 18, 2021 as agenda item #7m.		
PCO 6: 6" C-900 pipeline from PZ2S to pump station		\$201,677.72
PCO 7: Underground for irrigation timer wires, City furnished, and terminate ends		\$14,721.12
PCO 8: Road widening and super elevation changer, per Fire Marshal		\$38,270.25
PCO 9: Install gate in new foundation, Arrow fencing sub to install remote actuator		\$19,309.00
PCO 10: Drop inlet and HDPE drainage in access road		\$9,954.90
PCO 11: Electric conduit for gate		\$9,586.76
PCO 12: Jute mesh, choir mat, and straw pined on slope for BMPs		\$10,752.14
PCO 13: Hot tap service, box, check valve, irrigation, and 6 native oak trees		\$13,452.45
PCO 14: Install 4' chain link fencing around south and east side of PZ2S site		\$8,457.03
PCO 15: DEWRs 5/5/21-6/7/21		\$21,892.73
PCO 16: DEWRs 6/28/21-7/2/21		\$15,455.46
PCO 17: DEWRs 7/2/21-7/22/21		\$19,943.48
PCO 18: Material and Fuel Price Escalation		\$8,500.00
PCO 19: BFP and new main irrigation service at STA 0+00		\$20,300.00
PCO 20: Repair golf cart path to pre-construction condition per CCO1		\$14,000.00
PCO 21: Electrical for: Transducer, Rectifier, and Yard Light		\$4,500.00

**CITY OF UKIAH
CONTRACT CHANGE ORDER**

ESTIMATED NET CHANGE IN CONTRACT PRICE		\$430,773.04
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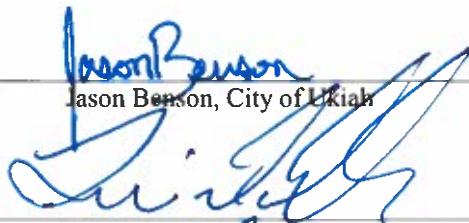
The amount of the Contract will be \$430,773.04
(~~decreased~~/~~increased~~/~~unchanged~~) by the estimated sum
of:

The contract total including this and previous Change Orders will be: **\$1,206,724.09**

The contract period provided for completion will be
(~~increased~~/~~decreased~~/~~unchanged~~): 15 Working Days

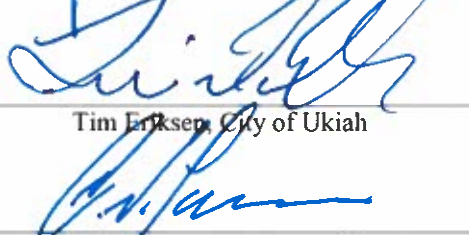
This change order constitutes full and complete compensation for all labor equipment, materials, overhead, profit, any and all indirect costs, and time adjustments required to perform the above described change.

Recommended By:


Jason Benson, City of Ukiah

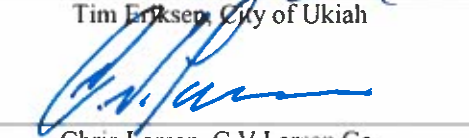
24 AUG 2021
Date

Approved By:


Tim Erksen, City of Ukiah

8/24/21
Date

Accepted:

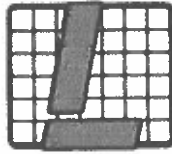

Chris Larsen, C.V Larsen Co.

8/24/21
Date

This information will be issued as a record of any changes to the original construction contract.

COST SUMMARY TABLE

SPEC #	20-02	
PROJECT #	15071	
CONTRACT #	2021-087	
Change Order Request	Description	Cost
PCO 6	6" C-900 pipeline from PZ2S to pump station	\$ 201,677.72
PCO 7	Underground for irrigation timer wires, City furnished, and terminate ends	\$ 14,721.12
PCO 8	Road widening and super elevation changer, per Fire Marshal	\$ 38,270.25
PCO 9	Install gate in new foundation, Arrow fencing sub to install remote actuator	\$ 19,309.00
PCO 10	Drop inlet and HDPE drainage in access road	\$ 9,954.90
PCO 11	Electric conduit for gate	\$ 9,586.76
PCO 12	Jute mesh, choir mat, and straw pined on slope for BMPs	\$ 10,752.14
PCO 13	Hot tap service, box, check valve, irrigation, and 6 native oak trees	\$ 13,452.45
PCO 14	Install 4' chain link fencing around south and east side of PZ2S site	\$ 8,457.03
PCO 15	DEWRs 5/5/21-6/7/21	\$ 21,892.73
PCO 16	DEWRs 6/28/21-7/2/21	\$ 15,455.46
PCO 17	DEWRs 7/2/21-7/22/21	\$ 19,943.48
PCO 18	Material and Fuel Price Escalation	\$ 8,500.00
PCO 19	BFP and new main irrigation service at STA 0+00	\$ 20,300.00
PCO 20	Repair golf cart path to pre-construction condition per CCO1	\$ 14,000.00
PCO 21	Electrical for: Transducer, Rectifier, and Yard Light	\$ 4,500.00
TOTAL		\$ 430,773.04



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www.cvlarsen.com * biqskyhorse@hotmail.com

4 August 2021

Jason Benson
City of Ukiah
300 Seminary Dr
Ukiah CA 95482

Re: PZ2S Tank Replacement Project #2021-087
Request for Contract Change Order

Dear Mr. Benson:

Enclosed please find estimates as requested for the following work:

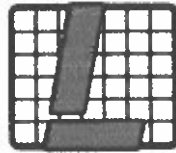
- PCO 6: 6" C-900 pipeline from PZ2S to pump Station
- PCO7: Underground for irrigation timer wires, City furnished, and terminate ends
- PCO8: Road widening and super elevation change per Fire Marshal
- PCO9: Install gate in new foundation, Arrow fencing sub to install remote actuator
- PCO10: Drop inlet and HDPE drainage in access road
- PCO11: Electrical conduit for gate
- PCO12: Jute mesh chair mat and straw pinned on slope for BMPs
- PCO13: Hot tap service, box, check valve, irrigation and 6 native oak trees
- PCO14: Install 4' chain link fencing around south and east side of PZ2S site

Please let me know if you have any questions or need additional information.

Thank you,

A handwritten signature in cursive script that reads "Shanna Larsen". Below the signature is a small, stylized mark that appears to be "for:".

Chris Larsen
C.V. Larsen Co.



C.V. LARSEN CO.
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4 August 2021

Jason Benson
City of Ukiah
300 Seminary Dr
Ukiah CA 95482

Re: PZ2S Tank Replacement Project #2021-087
Request for Contract Change Order
Replace PZ2 Pipeline to PZ2 Pump Station

Dear Mr. Benson:

During the installation of the new pipeline for Pressure Zone Two, a Tee intersection was found that serves the area south of the golf course in the Standly Ave. section.

This pipeline was exposed and examined by the Contractor and City of Ukiah Staff Engineers. This pipeline is very old and in poor condition. It was determined that this pipeline needs to be replaced to continue safe water conveyance to this section of the city.

Please see our attached change order request and estimate.

Thank you,

Chris Larsen
C.V. Larsen Co.



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FIELD CHANGE ORDER

CHANGE ORDER NO. 6

DATE: 8/4/21

PROJECT: PZ2S Tank Replacement Project #2021-087

OWNER: City of Ukiah CONTRACT DATE: July 6, 2020

TO: Jason Benson, City of Ukiah

This Change Order modifies the provisions of that certain contract dated 6 July 2020 by and between Owner and Contractor. The following change is hereby directed in the performance of the contract work:

Scope of Work

Construct 6" C-900 Pipeline from PZ2S to Pump Station

As a result of the change described above, the amount payable to the contractor is modified as follows: 1 LS
\$201,677.72

As a result of the change(s) described above, the time permitted for performance of this contract is hereby modified as follows: Additional 35 working days.

Except as set forth above, all terms and provisions of the contract and all prior change orders remain in full force and effect.

Owner

Date

Contractor

Date

6" C-900 PIPELINE From PZIS TO Pump STA.

08/03/2021

19:16

1

Project & Job#:

Date of Letting:

CONTRACT TOTAL BID ==> 201,677.72

Quote To:

Bidder's Name:

Bidder's Address:

ITEMS OF WORK	UNIT	QUANTITY	UNIT PRICE	AMOUNT
extra work	LS	1.00	201,677.72	201,677.72
Bid Total ==>				201,677.72

* THIS ESTIMATE EXCLUDES REPAIR/RESTORATION of landscape
Turf/GRASS IN THE GOLF COURSE, UNKNOWN/UNMARKED UTILITIES
AND UNFORSEEN REPAIRS.

DIRECT COST REPORT

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub- Contrac	Total
BID ITEM = 1										
Description = extra work				Unit =	LS	Takeoff Quan:	1.000	Engr Quan:	1.000	
1	extra work			Quan:	1.00 LS	Hrs/Shft: 8.00		WCNONE		
2	TRACER W pipeline tracer@107.5	1.00	LS	521.660		561				561
2	C9006" C900 DR 18 pipe@10	1,200.00	LF	12.650		16,319				16,319
2	CL2AB class 2 ab deli@107.5	112.66	TON	25.000		3,028				3,028
2	MARKING marking tape@107.5	2.00	ROLL	390.000		839				839
2	PIPE BEDDI pipe bedding de@107	91.66	TON	27.000		2,660				2,660
3	BARRICAD signs and barricades	1.00	LS	1,400.000			1,400			1,400
3	DUCTLE IR ductle iron fittings	1.00	LS	25,000.000			25,000			25,000
3	TRENCH P tpr	4.00	EA	250.000			1,000			1,000
4	PAVING SU paving subcontractor	1.00	LS	12.000					12	12
8	B416B CASE 580 N Backhoe	140.00	HR	58.810				8,233		8,233
8	COMPWHL 24" Compaction Whe	140.00	HR	10.000				1,400		1,400
8	CWHACK Whacker/Compactor	140.00	HR	13.500				1,890		1,890
8	EKOM RTL Komatsu Loader WA	140.00	HR	93.960				13,154		13,154
8	T.5TPU 1/2 ton pickup	280.00	HR	17.000				4,760		4,760
8	T10CYDT 10 Wheel Dump Truc	90.00	HR	93.000				8,370		8,370
8	T1TPU 1 ton pickup	140.00	HR	19.500				2,730		2,730
	LAFOR Const. Specialist	280.00	MH	32.620	17,718					17,718
	OA1EX3 Op Excavator <31/2c	280.00	MH	48.370	23,650					23,650
	UUPROJENG Project Engineer	140.00	MH	42.500	7,140					7,140
	\$139,864.01 700.0000 MH/LS	700.00	MH	[28627.2]	48,508	23,406	27,400	40,538	12	139,864
		0.0014 Unit/M			48,508.26	23,405.95	27,400.00	40,537.80	12.00	139,864.01
2	pothole existing utilities assume 4ea			Quan:	1.00 LS	Hrs/Shft: 8.00		WCNONE		
8	B416B CASE 580 N Backhoe	32.00	HR	58.810				1,882		1,882
8	T.5TPU 1/2 ton pickup	64.00	HR	17.000				1,088		1,088
	LAGEN Laborer General Grp	64.00	MH	36.100	4,481					4,481
	OA1EX3 Op Excavator <31/2c	32.00	MH	48.370	2,703					2,703
	UUPROJENG Project Engineer	32.00	MH	42.500	1,632					1,632
	\$11,785.35 128.0000 MH/LS	128.00	MH	[5218.24]	8,815			2,970		11,785
		0.0078 Unit/M			8,815.43			2,969.92		11,785.35
====> Item Totals: 1 - extra work										
	\$151,649.36 828.0000 MH/LS	828.00	MH	[33845.44]	57,324	23,406	27,400	43,508	12	151,649
	151,649.360 1 LS				57,323.69	23,405.95	27,400.00	43,507.72	12.00	151,649.36
*** Report Totals *** 828.00 MH										
	\$151,649.36				57,324	23,406	27,400	43,508	12	151,649

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

DIRECT COST REPORT

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	
Resource		Pcs	Unit	Cost	Labor	Materi	Matl/Ex	Ment	Contrac
									Total

BID ITEM = 1

Description = extra work

Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: fritz winery Engineering Firm: atterburry and assoc
Estimator-In-Charge:

JOB NOTES

Estimate created on: 12/21/2004 by User#: 0 -
Source estimate used: A:\FRITZ

*****Estimate created on: 07/11/2005 by User#: 0 -
Source used: C:\HEAVYBID\MASTER.zip (a backup) from 07/11/2005 4:02:42 PM

*****Estimate created on: 05/03/2021 by User#: 0 -
Source estimate used: C:\HEAVYBID\EST\MASTER

* on units of MH indicate average labor unit cost was used rather than base rate.

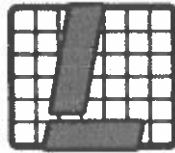
[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where
XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

Calendars are found in crew and labor codes and have the format XXXdY where
XXX = The Calendar and Y = The Starting Day of the Week with Day 1 = Monday, etc.

40 standard calendar



C.V. LARSEN CO.
ENGINEERING CONTRACTORS
1846 Ludwig Ave Santa Rosa CA 95407-6413
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www.cvlarsen.com * bigskyhorse@hotmail.com

4 August 2021

Jason Benson
City of Ukiah
300 Seminary Dr
Ukiah CA 95482

Re: PZ2S Tank Replacement Project #2021-087
Request for Contract Change Order

Dear Mr. Benson:

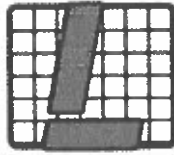
During the preliminary road widening and placement of embankment fill material, an unknown overhead wire needed relocation and temporary shut down.

Upon the City Engineer's review of this overhead electrical service, it was found to be irrigation timer wires that service the fourth hole of the golf course. The City Electrical Department deemed it a hazard and requested its replacement with a new direct burial wire installation.

Please see our attached request for change order and estimate for this work.

Thank you

Chris Larsen
C.V. Larsen Co.



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FIELD CHANGE ORDER

CHANGE ORDER NO. 7

DATE: 8/4/21

PROJECT: PZ2S Tank Replacement Project #2021-087

OWNER: City of Ukiah

CONTRACT DATE: July 6, 2020

TO: Jason Benson, City of Ukiah

This Change Order modifies the provisions of that certain contract dated 6 July 2020 by and between Owner and Contractor. The following change is hereby directed in the performance of the contract work:

Scope of Work

Trench, install city furnished wiring and backfill for irrigation timer wires.

Optional: for 1 1/4" conduit and 2 pull boxes add \$4,200.

As a result of the change described above, the amount payable to the contractor is modified as follows: 1 LS \$10,521.12.

If optional item is accepted total is \$14,721.12

As a result of the change(s) described above, the time permitted for performance of this contract is hereby modified as follows: Additional 15 working days.

Except as set forth above, all terms and provisions of the contract and all prior change orders remain in full force and effect.

Owner

Date

Contractor

Date

*Underground For Irrigation Timer Wires
City Furnish + Terminate Ends.*

Chris Larsen

From: Chris Larsen <clarsen@cvlarsen.com>
Sent: Tuesday, June 08, 2021 8:06 PM
To: 'Jason Benson'
Cc: 'Daniel Flores'; bigskyhorse@hotmail.com
Subject: RE: irrigation electric

Jason and Daniel,

To trench, install city furnished wiring and backfill, our cost is \$10,521.12

For 1 1/4" conduit and two pull boxes add \$4,200.00

Exclusions: paving, bmp's landscape repair.

Breakdown with direct costs and margin submitted tomorrow morning.

Thank you,

Chris Larsen
Owner
C.V. Larsen Co.
www.cvlarsen.com

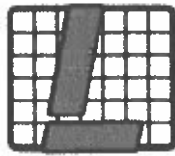
*Directed to perform on
for la account.*

1846 Ludwig Ave.
Santa Rosa, CA. 95407
Office (707) 526-3750
Fax (707) 571-8481
Cell (707) 481-2020
Email clarsen@cvlarsen.com



C.V. LARSEN CO.
ENGINEERING CONTRACTORS

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4 August 2021

Jason Benson
City of Ukiah
300 Seminary Dr
Ukiah CA 95482

Re: PZ2S Tank Replacement Project #2021-087
Request for Contract Change Order

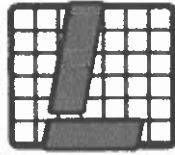
Dear Mr. Benson:

During our site visit on June 9th, the Fire Marshal requested that the service road to Pressure Zone Two be widened in the corners and the height elevations.

We have met with the City's Engineering Department and prepared the attached request for change order and estimate for this work.

Thank you,

Chris Larsen
C.V. Larsen Co.



C.V. LARSEN CO.
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FIELD CHANGE ORDER

CHANGE ORDER NO. 8

DATE: 8/4/21

PROJECT: PZ2S Tank Replacement Project #2021-087

OWNER: City of Ukiah CONTRACT DATE: July 6, 2020

TO: Jason Benson, City of Ukiah

This Change Order modifies the provisions of that certain contract dated 6 July 2020 by and between Owner and Contractor. The following change is hereby directed in the performance of the contract work:

Scope of Work

Road widening and superelevation change per Fire Marshall

As a result of the change described above, the amount payable to the contractor is modified as follows: 1 LS
\$38,270.25.

As a result of the change(s) described above, the time permitted for performance of this contract is hereby modified as follows: Additional 20 working days.

Except as set forth above, all terms and provisions of the contract and all prior change orders remain in full force and effect.

Owner

Date

Contractor

Date

Road Widening + SUPERELEVATION CHANGE

08/03/2021

18:20

1

Project & Job#:

Date of Letting:

CONTRACT TOTAL BID ==> 38,270.25

Quote To:

Bidder's Name:

Bidder's Address:

ITEMS OF WORK	UNIT	QUANTITY	UNIT PRICE	AMOUNT
extra work	LS	1.00	38,270.25	38,270.25
Bid Total ==>				38,270.25

DIRECT COST REPORT

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost	Labor	Materi	Matl/Ex	Ment	Contrac
BID ITEM = 1									
Description = extra work				Unit =	LS	Takeoff Quan:	1.000	Engr Quan:	1.000
1	extra work			Quan:	1.00 LS	Hrs/Shft: 8.00	WCNONE		
2CL2AB	class 2 ab deli@107.5	25.00 TON		25.000		672			672
4 PAVING	Supaving subcontractor	1.00 LS		18,000.000				18,000	18,000
8B416B	CASE 580 N Backhoe	24.00 HR		58.810				1,411	1,411
8CP563C	Cat 84" Padfoot Com	32.00 HR		47.250				1,512	1,512
8D3C	Cat D3C Finish Dozer	32.00 HR		42.240				1,352	1,352
8T.5TPU	1/2 ton pickup	32.00 HR		17.000				544	544
LAFOR	Const. Specialist	32.00 MH		32.620	2,025				2,025
OA1EX3	Op Excavator <31/2c	32.00 MH		48.370	2,703				2,703
UUPROJENG	Project Engineer	32.00 MH		42.500	1,632				1,632
\$29,850.80	96.0000 MH/LS	96.00 MH		[3951.68]	6,360	672		4,819	18,000 29,851
		0.0104 Unit/M			6,359.80	671.88		4,819.12	18,000.00 29,850.80
> Item Totals: 1 - extra work									
\$29,850.80	96.0000 MH/LS	96.00 MH		[3951.68]	6,360	672		4,819	18,000 29,851
29,850.800	1 LS				6,359.80	671.88		4,819.12	18,000.00 29,850.80
\$29,850.80	*** Report Totals ***	96.00 MH			6,360	672		4,819	18,000 29,851

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: fritz winery Engineering Firm: atterburry and assoc
Estimator-In-Charge:

JOB NOTES

Estimate created on: 12/21/2004 by User#: 0 -
Source estimate used: A:\FRITZ

*****Estimate created on: 07/11/2005 by User#: 0 -
Source used: C:\HEAVYBID\MASTER.zip (a backup) from 07/11/2005 4:02:42 PM

*****Estimate created on: 05/03/2021 by User#: 0 -
Source estimate used: C:\HEAVYBID\EST\MASTER

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where
XXX=Rent% and YYY=EOE%

DIRECT COST REPORT

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	
Resource		Pcs	Unit	Cost	Labor	Materi	Matl/Ex	Ment	Contrac
									Total

BID ITEM = 1

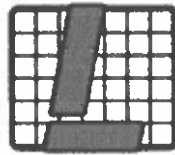
Description = extra work

Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

-----Calendar Codes-----

Calendars are found in crew and labor codes and have the format XXXdY where
XXX = The Calendar and Y = The Starting Day of the Week with Day 1 = Monday, etc.

40 standard calendar



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4 August 2021

Jason Benson
City of Ukiah
300 Seminary Dr
Ukiah CA 95482

Re: PZ2S Tank Replacement Project #2021-087
Request for Contract Change Order

Dear Mr. Benson:

During the demolition of the Pressure Zone Two welded steel tank, the contractor was directed to remove the existing bar gate and salvage it for future use.

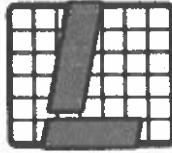
During the project meeting on June 16th, the placement of the gate and its safe operation was discussed with treatment plant staff and the City Engineers office. It was determined the gate shall be placed at a specified lower station of the roadway and installed with a remote controlled actuator to prevent stopping on the steep roadway. The remote actuator would match the actuator code for the main water treatment plant.

Please see our attached request for change order and estimate for this work.

Thank you,

A handwritten signature in black ink, appearing to read 'C.V. Larsen', written over a horizontal line.

Chris Larsen
C.V. Larsen Co.



C.V. LARSEN CO.
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FIELD CHANGE ORDER

CHANGE ORDER NO. 9

DATE: 8/4/21

PROJECT: PZ2S Tank Replacement Project #2021-087

OWNER: City of Ukiah CONTRACT DATE: July 6, 2020

TO: Jason Benson, City of Ukiah

This Change Order modifies the provisions of that certain contract dated 6 July 2020 by and between Owner and Contractor. The following change is hereby directed in the performance of the contract work:

Scope of Work

Install gate in new foundation, Arrow fence Sub to install remote actuator.

As a result of the change described above, the amount payable to the contractor is modified as follows: 1 LS
\$19,309.00.

As a result of the change(s) described above, the time permitted for performance of this contract is hereby modified as follows: Additional 5 working days.

Except as set forth above, all terms and provisions of the contract and all prior change orders remain in full force and effect.

Owner

Date

Contractor

Date

INSTALL GATE IN NEW FOUNDATION, Arrow fence sub to install
BOMB ACTUATOR.

08/03/2021

19:33

1

Project & Job#:

Date of Letting:

CONTRACT TOTAL BID 19,309.00

Quote To:

Bidder's Name:

Bidder's Address:

ITEMS OF WORK	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	LS	1.00	19,309.00	19,309.00
Bid Total <u> </u>				<u>19,309.00</u>

DIRECT COST REPORT

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	
Resource		Pcs		Cost	Labor	Materi	Matl/Ex	Ment	Contrac
									Total

BID ITEM = 1

Description = Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

1	Quan:	1.00 LS	Hrs/Shft: 8.00	WCNONE
3 MOBS mobs on rental	1.00 LS	600.000		600
3 RENTAL DRoutside rent mini	1.00 DAY	600.000		600
4 ARROWFENarrow fence sub	1.00 LS	11,500.000		11,500
8 B416B CASE 580N Backhoe	8.00 HR	55.010		440
8 T.5TPU 1/2 ton pickup	16.00 HR	17.000		272
LAGEN Laborer General Grp	16.00 MH	36.100	1,120	
OA1EX3 Op Excavator <31/2c	8.00 MH	48.410	718	
UUPROJENG Project Engineer	8.00 MH	42.500	439	
\$15,688.57 32.0000 MH/LS	32.00 MH	[1304.88]	2,276	1,200
	0.0313 Unit/M		2,276.49	1,200.00
				712.08
				11,500.00
				15,688.57

Item Totals:	1	-
\$15,688.57 32.0000 MH/LS	32.00 MH	[1304.88]
15,688.570 1 LS		2,276
		1,200
		712.08
		11,500
		15,689

\$15,688.57	*** Report Totals ***	32.00 MH	2,276	1,200	712	11,500	15,689
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>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: fritz winery Engineering Firm: atterburry and assoc

Estimator-In-Charge:

JOB NOTES

Estimate created on: 12/21/2004 by User#: 0 -

Source estimate used: A:\FRITZ

*****Estimate created on: 07/11/2005 by User#: 0 -

Source used: C:\HEAVYBID\MASTER.zip (a backup) from 07/11/2005 4:02:42 PM

*****Estimate created on: 08/03/2021 by User#: 0 -

Source estimate used: C:\HEAVYBID\EST\MASTER

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

DIRECT COST REPORT

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	
Resource		Pcs	Unit	Cost	Labor	Materi	Matl/Ex	Ment	Contrac
									Total

BID ITEM = 1
Description =

Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

Calendars are found in crew and labor codes and have the format XXXdY where
XXX = The Calendar and Y = The Starting Day of the Week with Day 1 = Monday, etc.

40 standard calendar

* SUBCONTRACTOR QUOTE FOR GATE ACTIVATOR
Place Gate + Underground Power NOT included



Agricultural • Commercial • Residential
State & Federal
License # 585041

ARROW FENCING
CALPELLA, CA 95418
Arrowfencingca.com

P.O. BOX 385
707-485-1128 Fax: 707-485-1142
chris@arrowfencingca.com

PROPOSAL/CONTRACT

Page 1
07/17/2021

Customer Information:

Cvlarson
I
Ukiah, CA

Job Information:

481-2020
Golf Course Tank Gate

Notes:

- Install 1- M/L LA500 swing gate opener
- 1-Through beam photo eye
- 3- loops
- Goose neck
- 1506 key pad Konx box
- antenna kit if needed
- 10- 811 Remotes
- UL325

Existing bar gate
post and gate must be level and straight
Powr by others

11,500.00

ARROW FENCING - CALIFORNIA CONTRACTORS LICENSE #585041

NOTICE TO OWNER: (SECTION 7019 - CONTRACTORS LICENSE LAW) UNDER THE MECHANIC'S LIEN LAW, ANY CONTRACTOR, SUBCONTRACTOR, LABORER, MATERIALMAN OR OTHER PERSON WHO HELPS TO IMPROVE YOUR PROPERTY AND IS NOT PAID FOR HIS LABOR, SERVICES OR MATERIAL, HAS A RIGHT TO ENFORCE HIS CLAIM AGAINST YOUR PROPERTY.

UNDER THE LAW, YOU MAY PROTECT YOURSELF AGAINST SUCH CLAIMS BY FILING, BEFORE COMMENCING SUCH WORK OR IMPROVEMENT, AN ORIGINAL CONTRACT FOR THE WORK OF IMPROVEMENT OR A MODIFICATION THEREOF, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY WHERE THE PROPERTY IS SITUATED AND REQUIRING THAT A CONTRACTOR'S PAYMENT BOND BE RECORDED IN SUCH OFFICE. SAID BOND SHALL BE IN AN AMOUNT NOT LESS THAN FIFTY PERCENT (50/5) OF THE CONTRACT PRICE AND SHALL, IN ADDITION TO ANY CONDITIONS FOR THE PERFORMANCE OF THE CONTRACT, BE CONDITIONED FOR THE PAYMENT IN FULL OF THE CLAIMS OF ALL PERSONS FURNISHING LABOR, SERVICES, EQUIPMENT OR MATERIALS FOR THE WORK DESCRIBED IN SAID CONTRACT.

The responsibility for complying with local zoning regulations and obtaining any required permits shall rest with the customer. ARROW FENCING will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does ARROW FENCING assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

ARROW FENCING assumes no responsibility for damage to underground utilities, public or private. The customer will assume all liability for any damage caused by directing ARROW FENCING to dig in the immediate vicinity of known utilities.

The final billing will be based on the actual footage of fencing built and the work performed. Partial billing for materials delivered to the job site and work completed may be sent at weekly intervals. Adjustments for material used on this job and adjustments for labor will be charged or credited at the currently established rates.

Additional charges for any extra work not covered in this contract that was requested by the customer will also be added. The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced.

A finance charge of 1 1/2% per month (or a minimum of \$1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 10 days after completion of any work invoiced. All materials will remain the property of ARROW FENCING until all invoices pertaining to this job are paid in full. The customer agrees to pay all interest and any costs incurred in the collection of this debt.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD, [9833 Goethe Road], Sacramento, California. [Mailing Address: P.O. Box 26000, Sacramento, California 95827.]

Approved & Accepted for Customer:

Contract Amount: \$ _____
Down Payment: \$ _____
Balance Due: \$ _____

Accepted for ARROW FENCING:

Customer: _____ Date: _____
Salesperson: _____ Date: _____

PRODUCT HIGHLIGHTS

BATTERY BACKUP
Provides up to 800 Qty. per hr.
24 Days of Standby Power

myQ TECHNOLOGY
Allows You to Securely Monitor
and Control Your Gate Operator
from Anywhere with the
myQ App



LA500PKGUL 24VDC RESIDENTIAL/LIGHT COMMERCIAL LINEAR ACTUATOR

Our most powerful swing gate operator.

INCLUDED ACCESSORIES:

MONITORED RETRO-REFLECTIVE PHOTO EYE
Enhanced retro-reflective photo eye now with heater and wider beam, engineered to stay aligned; max. range: 50 ft



SAFETY ADD-ONS:

MONITORED THROUGH-BEAM PHOTO EYES
Enhanced through-beam now with wider beam and heater for high performance in most environments; max. range: 90 ft



MONITORED WIRELESS EDGE KIT
Low-energy Bluetooth® connection between a LiftMaster Monitored Resistive Edge and the gate operator; max. range: 130 ft.**



MONITORED SAFETY ENTRAPMENT EDGES
Full line of Small, Large and Wraparound Profile Edges that sense obstructions



TOTAL SOLUTION ACCESSORIES:

TELEPHONE INTERCOM AND ACCESS CONTROL SYSTEM
Durable construction and secure access.



INTERNET GATEWAY
Connects myQ-enabled gate operators to the Internet and enables control through the myQ App



SOLAR PANEL KIT
Uses the sun to power the operator with (2) 10W or (2) 20W solar panels



COMMERCIAL-DUTY CAST-ALUMINUM HOUSING WITH HEAVY-DUTY DC MOTOR PERFORMS IN THE MOST DEMANDING APPLICATIONS

SMOOTH START/STOP OPERATION AND MID TRAVEL REVERSAL EXTEND HARDWARE LIFE OF THE GATE AND OPERATOR

BATTERY BACKUP PROVIDES SEAMLESS ACCESS BY PROVIDING STANDBY POWER WHEN THE POWER IS DOWN.

SURGE SUPPRESSION PROVIDES INDUSTRIAL SURGE AND LIGHTNING PROTECTION AGAINST STRIKES UP TO 50 FEET AWAY.

WARRANTY 2 YEARS

myQ TECHNOLOGY ENABLES YOU TO SECURELY CONTROL AND MONITOR YOUR GATE OPERATOR FROM ANYWHERE *

WIRELESS DUAL-GATE COMMUNICATION SYNCHRONIZES GATE OPENING/CLOSING AND ELIMINATES EXPENSIVE DRIVEWAY TRENCHING COSTS. REQUIRES SECOND CONTROL BOX.

BI-PART DELAY MONITORING AND ADJUSTS SPEED AND POSITION OF EACH WING TO ENSURE PRIMARY GATE CLOSES LAST

SOLAR-READY, ULTRA-RELIABLE SYSTEM DELIVERS POWER WHEN AND WHERE YOU NEED IT MOST

QUICK CLOSE/ANTI-TAILGATE QUICKLY SECURES PROPERTY, PREVENTING UNAUTHORIZED ACCESS

SECURITY+ 2.0™ SAFETY AIDS ACCESS WITH AN ENCRYPTED REMOTE SIGNAL TO VIRTUALLY ELIMINATE INTERFERENCE AND OFFER EXTENDED RANGE

INHERENT REVERSING SENSOR DETECTS OBSTRUCTIONS AND REVERSES GATE WHEN CLOSING OR STOPS; REVERSES THE GATE WHEN OPENING

FIRE DEPARTMENT COMPLIANCE ALLOWS GATE TO AUTO-TERMINATE LOSS OF AC POWER OR BATTERY DEPLETION

MANUAL DISCONNECT SWITCH/CONTROL BOXES GATE TO BE OPENED MANUALLY

UL- LISTED GATE OPERATOR WITH MONITORED SAFETY ENTRAPMENT PROTECTION DEVICES

* Requires myQ enabled gate operator. ** Requires myQ enabled gate operator and myQ app.

**PRODUCT GUIDE LA500PKGUL
24VDC RESIDENTIAL/LIGHT COMMERCIAL
LINEAR ACTUATOR**

LiftMaster

MASTERFUL ENGINEERING.

LA500PKGUL

24VDC RESIDENTIAL/LIGHT
COMMERCIAL LINEAR ACTUATOR

MECHANICS



- 24VDC Continuous-Duty Motor
- Operator Duty Rating: 300 Cycles per Day
- Wormgear Reduction: Precision-Machined
- All-Metal Gear Drive

POWER



- Full-Time AC-Run Operation: 115V/240V Single Phase
- Solar-Ready, Ultra-Reliable System: Delivers Power When and Where You Need It
- MARRUI™ (MOTOR) (For Solar Applications) (Recommended for Solar Applications)
- Accessory Power: 24VDC/50mA Output

COMMERCIAL-GRADE DESIGN



- Housing: Commercial-Grade Cast Aluminum
- UL® Usage Classification: Type III and IV
- Weights:
 - Actuator: 44 lbs (20 kg)
 - Standard Control: 120V/50mA
 - Through: 120V/50mA

BATTERY BACKUP OPERATION

Battery	Cycles	Standby Time
2) 12V	500	31 Days
3) 12V	1,000	62 Days

(Cycles and Standby Time Based on 24VDC System)

RECOMMENDED CAPACITIES

Capacity	Weight	Length
1,500	1,500 lbs	1.500"
2,500	2,500 lbs	2.500"
3,500	3,500 lbs	3.500"
4,500	4,500 lbs	4.500"
5,500	5,500 lbs	5.500"
6,500	6,500 lbs	6.500"
7,500	7,500 lbs	7.500"
8,500	8,500 lbs	8.500"
9,500	9,500 lbs	9.500"
10,500	10,500 lbs	10.500"
11,500	11,500 lbs	11.500"
12,500	12,500 lbs	12.500"
13,500	13,500 lbs	13.500"
14,500	14,500 lbs	14.500"
15,500	15,500 lbs	15.500"
16,500	16,500 lbs	16.500"
17,500	17,500 lbs	17.500"
18,500	18,500 lbs	18.500"
19,500	19,500 lbs	19.500"
20,500	20,500 lbs	20.500"
21,500	21,500 lbs	21.500"
22,500	22,500 lbs	22.500"
23,500	23,500 lbs	23.500"
24,500	24,500 lbs	24.500"
25,500	25,500 lbs	25.500"
26,500	26,500 lbs	26.500"
27,500	27,500 lbs	27.500"
28,500	28,500 lbs	28.500"
29,500	29,500 lbs	29.500"
30,500	30,500 lbs	30.500"
31,500	31,500 lbs	31.500"
32,500	32,500 lbs	32.500"
33,500	33,500 lbs	33.500"
34,500	34,500 lbs	34.500"
35,500	35,500 lbs	35.500"
36,500	36,500 lbs	36.500"
37,500	37,500 lbs	37.500"
38,500	38,500 lbs	38.500"
39,500	39,500 lbs	39.500"
40,500	40,500 lbs	40.500"
41,500	41,500 lbs	41.500"
42,500	42,500 lbs	42.500"
43,500	43,500 lbs	43.500"
44,500	44,500 lbs	44.500"
45,500	45,500 lbs	45.500"
46,500	46,500 lbs	46.500"
47,500	47,500 lbs	47.500"
48,500	48,500 lbs	48.500"
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66,500	66,500 lbs	66.500"
67,500	67,500 lbs	67.500"
68,500	68,500 lbs	68.500"
69,500	69,500 lbs	69.500"
70,500	70,500 lbs	70.500"
71,500	71,500 lbs	71.500"
72,500	72,500 lbs	72.500"
73,500	73,500 lbs	73.500"
74,500	74,500 lbs	74.500"
75,500	75,500 lbs	75.500"
76,500	76,500 lbs	76.500"
77,500	77,500 lbs	77.500"
78,500	78,500 lbs	78.500"
79,500	79,500 lbs	79.500"
80,500	80,500 lbs	80.500"
81,500	81,500 lbs	81.500"
82,500	82,500 lbs	82.500"
83,500	83,500 lbs	83.500"
84,500	84,500 lbs	84.500"
85,500	85,500 lbs	85.500"
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90,500	90,500 lbs	90.500"
91,500	91,500 lbs	91.500"
92,500	92,500 lbs	92.500"
93,500	93,500 lbs	93.500"
94,500	94,500 lbs	94.500"
95,500	95,500 lbs	95.500"
96,500	96,500 lbs	96.500"
97,500	97,500 lbs	97.500"
98,500	98,500 lbs	98.500"
99,500	99,500 lbs	99.500"
100,500	100,500 lbs	100.500"

XLSOLARCONTUL
(NOT INCLUDED)

TEMPERATURE SPECIFICATIONS

11.1 20 31 42 53 64 75 86 97 108 119 130 141 152 163 174 185 196 207 218 229 240 251 262 273 284 295 306 317 328 339 350 361 372 383 394 405 416 427 438 449 460 471 482 493 504 515 526 537 548 559 570 581 592 603 614 625 636 647 658 669 680 691 702 713 724 735 746 757 768 779 790 801 812 823 834 845 856 867 878 889 900 911 922 933 944 955 966 977 988 999 1000

GATE TRAVEL SPEED

STANDARD FEATURES.

PRE-MOTION WARNING ALARM

- Activates On-Board Alarm in Seconds
- Prior to Gate Motion

SYNCHRONIZED CLOSE

- Simultaneously Closes Gates

MONITORED SAFETY INPUTS

- 1 Main Board, 2 Optional Expansion Modules

SECURITY+ 2.0® ON-BOARD RADIO RECEIVER

- 128-Bit 128/192/256/512/1024/2048/4096/8192/16384/32768/65536/131072/262144/524288/1048576/2097152/4194304/8388608/16777216/33554432/67108864/134217728/268435456/536870912/1073741824/2147483648/4294967296/8589934592/17179869184/34359738368/68719476736/137438953472/274877906944/549755813888/1099511627776/2199023255552/4398046511104/8796093022208/17592186044416/35184372088832/70368744177664/140737488355328/281474976710656/562949953421312/1125899906842624/2251799813685248/4503599627370496/9007199254740992/18014398509481984/36028797018963968/72057594037927936/144115188075855872/288230376151711744/576460752303423488/1152921504606846976/2305843009213693952/4611686018427387904/9223372036854775808/18446744073709551616/36893488147419103232/73786976294838206464/1475739525896764128/2951479051793528256/5902958103587056512/11805916207174113024/23611832414348226048/47223664828696452096/94447329657392904192/188894659314785808384/377789318629571616768/755578637259143233536/1511157274518286467072/3022314549036572934144/6044629098073145868288/12089258196146291736576/24178516392292583473152/48357032784585166946304/96714065569170333892608/193428131138340667785216/386856262276681335570432/773712524553362671140864/1547425049106725342281728/3094850098213450684563456/6189700196426901369126912/12379400392853802738253824/24758800785707605476507648/49517601571415210953015296/99035203142830421906030592/198070406285660843812061184/396140812571321687624122368/792281625142643375248244736/1584563250285286750496489472/3169126500570573500992978944/6338253001141147001985957888/12676506002282294003971915776/25353012004564588007943831552/50706024009129176015887663104/101412048018258352031775326208/202824096036516704063550652416/405648192073033408127101304832/811296384146066816254202609664/1622592768292133632508405219328/3245185536584267265016810438656/6490371073168534530033620877312/12980742146337069060067241754624/25961484292674138120134483509248/51922968585348276240268967018496/103845937170696552480537934036992/207691874341393104961075868073984/415383748682786209922151736147968/830767497365572419844303472295936/1661534994731144839688606944591872/3323069989462289679377213889183744/6646139978924579358754427778367488/13292279957849158717508855556734976/26584559915698317435017711113469952/53169119831396634870035422226939904/106338239662793269740070844453879808/212676479325586539480141688907759616/425352958651173078960283377815519232/850705917302346157920566755631038464/1701411834604692315841133511262076928/3402823669209384631682267022524153856/6805647338418769263364534045048307712/13611294676837538526729068090096615424/27222589353675077053458136180193230848/54445178707350154106916272360386461696/1088903574147003082138325447207729233792/2177807148294006164276650894415458467584/4355614296588012328553301788830916935168/8711228593176024657106603577661833870336/17422457186352049314213207155323661740672/34844914372704098628426414310647323481344/69689828745408197256852828621294646962688/139379657490816394513705657242589293925376/278759314981632789027411314485178587850752/557518629963265578054822628970357175701504/1115037259926531156109645257940714351403008/2230074519853062312219290515881428702806016/4460149039706124624438581031762857455612032/8920298079412249248877162063525714911224064/1784059615882449849775432412705142982244800/3568119231764899699550864825410285964489600/7136238463529799399101729650820571928979200/14272476927059598798203459301641143857958400/28544953854119197596406918603282287715916800/57089907708238395192813837206564575431833600/114179815416476790385627674413129150863667200/228359630832953580771255348826258301727334400/456719261665907161542510697652516603454668800/913438523331814323085021395305033206909337600/1826877046663628646170042790610066413818675200/365375409332725729234008558122013282773734400/730750818665451458468017116244026565547468800/1461501637330902916936034232488053131094937600/2923003274661805833872068464976106262189875200/5846006549323611667744136929952212524379750400/11692013098647223335488273859904425048759500800/23384026197294446670976547719808850097519001600/46768052394588893341953095439617700195038003200/93536104789177786683906190879235400390076006400/187072209578355573367812381758470800780152012800/374144419156711146735624763516941601560304025600/748288838313422293471249527033883203120608051200/1496577676626844586942499054067766406241216102400/2993155353253689173884998108135532812482432204800/5986310706507378347769996216271065624964864409600/11972621413014756695539992432542131249929728819200/23945242826029513391079984865084262499859457638400/47890485652059026782159969730168524999718915276800/95780971304118053564319939460337049999437830553600/191561942608236107128639878920674099998875661107200/383123885216472214257279757841348199997751322214400/766247770432944428514559515682696399995502644428800/1532495540865888857029119031365392799991005288857600/3064991081731777714058238062730785599982010577715200/612998216346355542811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850LM / 860LM / 811LM / 813LM UNIVERSAL RECEIVERS AND COMMERCIAL REMOTE CONTROLS

Remote Solutions for Commercial Applications

SECURITY+ 2.0[®] RECEIVER COMPATIBLE WITH COMMERCIAL REMOTE CONTROLS AS WELL AS ALL LIFTMASTER[®] SECURITY+ 2.0 REMOTE CONTROLS AND OPERATES ON NARROWBAND, TRI-BAND (310, 315 AND 390 MHz) FREQUENCIES TO VIRTUALLY ELIMINATE RF INTERFERENCE THAT CAN AFFECT PERFORMANCE

COMPACT DESIGN THAT FITS INTO MOST GATE AND COMMERCIAL DOOR OPERATORS

WEATHER-RESISTANT VERSION (860LM) AVAILABLE FOR OUTDOOR MOUNTING REQUIREMENTS

7 CHANNELS PROVIDING EXPANDED REMOTE CONTROL CAPACITY AND/OR OPEN/CLOSE/STOP FUNCTIONALITY

- CHANNEL 1: 50 REMOTES
- CHANNEL 2: 20 REMOTES
- CHANNEL 3: 20 REMOTES

UNIVERSAL RADIO SOLUTION FOR RETROFITS OR UPDATES - WORKS WITH EXISTING GATE OPERATORS MANUFACTURED BY LIFTMASTER OR OTHERS. THIS RECEIVER IS NOT COMPATIBLE WITH MYQ[®] ENABLED GARAGE DOOR OPENERS

1 BUTTON COMMERCIAL REMOTE CONTROL (811LM) AND 1 BUTTON COMMERCIAL REMOTE CONTROL (813LM)

PROVIDE CONVENIENT ACCESS TO GATED COMMUNITIES, INDUSTRIAL FACILITIES AND COMMERCIAL SITES WITH A REMOTE CONTROL SOLUTION

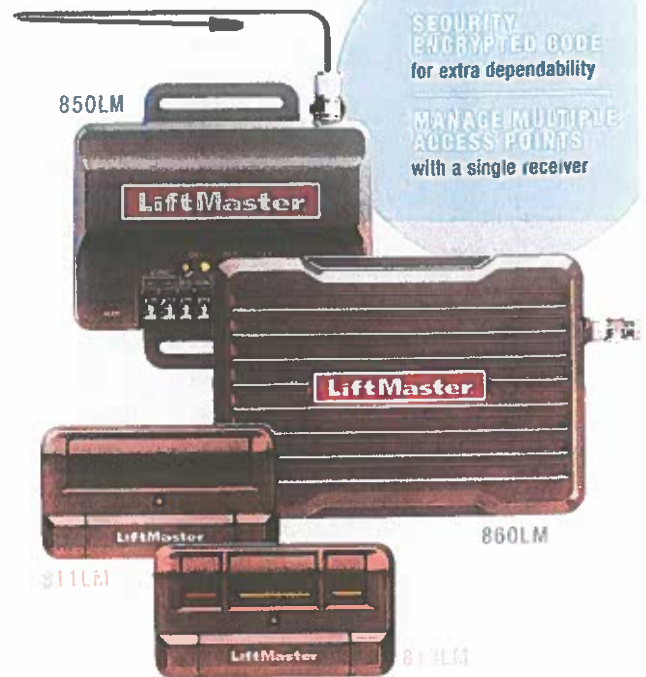
ALLOWS UP TO 4,096 CODES WITH 12-POSITION DIP PROGRAMMING

1 BUTTON COMMERCIAL REMOTE CONTROL (813LM) DESIGNED WITH OPEN/CLOSE/STOP FUNCTIONALITY FOR COMMERCIAL DOOR OPERATOR APPLICATIONS

KEY FEATURES

SECURITY ENCRYPTED CODE for extra dependability

MANAGE MULTIPLE ACCESS POINTS with a single receiver



TOTAL SOLUTION ACCESSORIES

UNIVERSAL RADIO CONTROL PLUG-IN AC TRANSFORMER

Plug-in jack for easy installation



RADIO CONTROL TRANSFORMER

24VAC transformer



REMOTE ANTENNA EXTENSION WITH MOUNTING KIT

Additional 15' and 25' coaxial cables to mount antenna away from metal for optimal range.



PRODUCT GUIDE

850LM / 860LM / 811LM / 813LM

850LM / 860LM / 811LM / 813LM

UNIVERSAL RECEIVERS /
COMMERCIAL REMOTE CONTROLS

MASTERFUL ENGINEERING.

COMPATIBILITY



-Universal Receivers are compatible with the following LiftMaster Remote Controls:

811LM 813LM 891LM 893LM
892LT 894LT 890MAX 893MAX
PPV3IA PPK3IA PPK3PHM
PPLV1-X PPLK-X PPLK1PH

POWER



RECEIVERS

12-24VDC or 12-24VAC

Relay Outputs

Output Channels

1 FORM C and 2 FORM A Relays

REMOTES

Coin Cell 3V—CR2032 type

DIMENSIONS

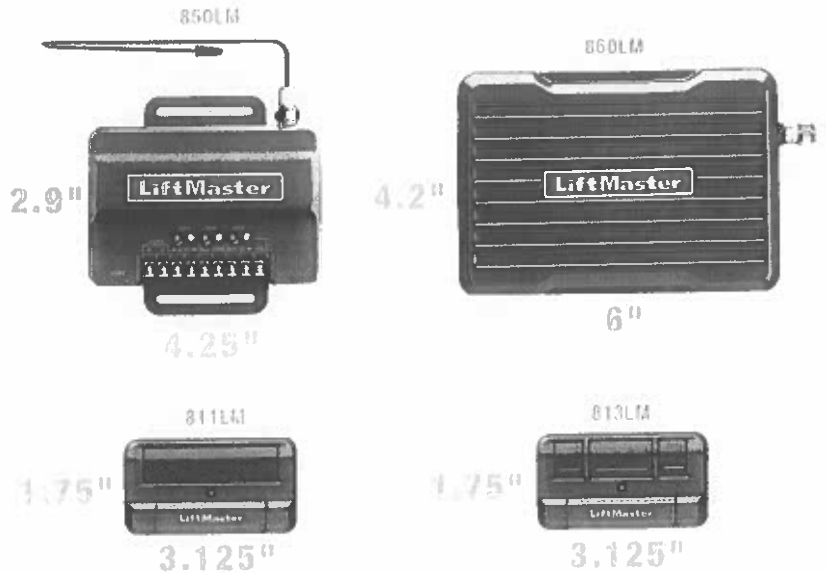


850LM 1.25" W x 2.9" H

860LM 5.0" W x 4.2" H

811LM 3.125" W x 1.75" H

813LM 3.125" W x 1.75" H



STANDARD SPECS.

WARRANTY

- RECEIVERS: 1-Year Limited
- REMOTES: 1-Year Limited

RECEIVERS

OPERATING

TEMPERATURE

31°F to 148°F
0°C to 65°C

SHIPPING.

SHIPPING WEIGHTS (in lbs.)

850LM CARTON (1)

- Receiver
- Antenna
- (2) Velcro Strips
- Instruction Manual



860LM CARTON (1)

- Receiver
- Antenna
- (2) Screws
- Instruction Manual

811LM CARTON (1)

- Remote Control
- Visor Clip
- Instruction Manual



813LM CARTON (1)

- Remote Control
- Visor Clip
- Instruction Manual

STORAGE/SHIP TEMPERATURE RANGE

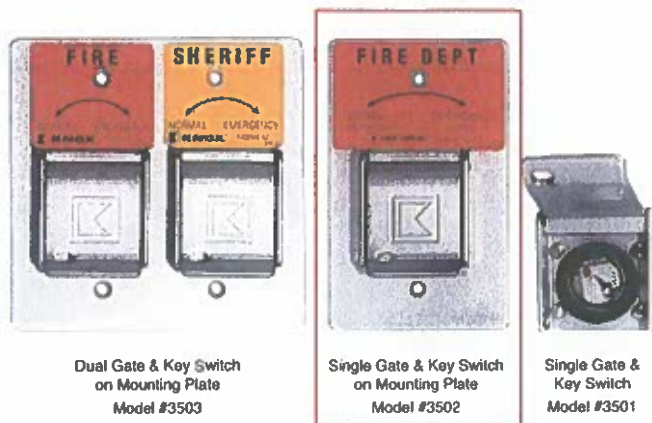
- 40°F to 185°F @ 50% Rh
- 40°C to 85°C @ 50% Rh

For Support Tools and Training Videos, Visit
LiftMasterTraining.com

For More Information, Visit
LiftMaster.com/AccessControl

Sales Support: 800.282.6225
Technical Support Center: 800.528.2806
LiftMasterDealer.CustHelp.com/App/Ask

Eliminate perimeter barriers that delay emergency response with the Knox Gate & Key Switch. Override electronic gates and lower voltage equipment to allow emergency access into communities, apartment complexes, parking garages, pedestrian gates, industrial receiving areas and much more.



FEATURES

- ✓ One position, two position or momentary switch
- ✓ Face plate and lock cover ensure weather resistant operation
- ✓ Dual locks enable shared access with other agencies

BENEFITS

- ✓ Gain rapid access through electronic gates without forced entry
- ✓ Overrides electronic gates, motorized doors, electrical switches
- ✓ Can share access with multiple agencies
- ✓ Utilizes Knox Master Key solution

OPTIONS

- ✓ Single or dual key switch
- ✓ Fire, EMS, security or law enforcement identification labels

ELECTRICAL DATA

- ✓ Switch: SPDT or DPDT
- ✓ 7 A resistive, 4 A inductive, (sea level), 28 VDC
- ✓ 7 A resistive, 2.5 A inductive, (50,000 ft.), 28 VDC
- ✓ 7 A resistive or inductive, 115 VAC, 60 Hz
- ✓ UL® and CSA listed: 7 A, 250 VAC
- ✓ Temperature tolerance up to +180° F

ORDERING SPECIFICATIONS

To insure procurement and delivery of the Knox Gate & Key Switch, it is suggested that the following specification paragraph be used:

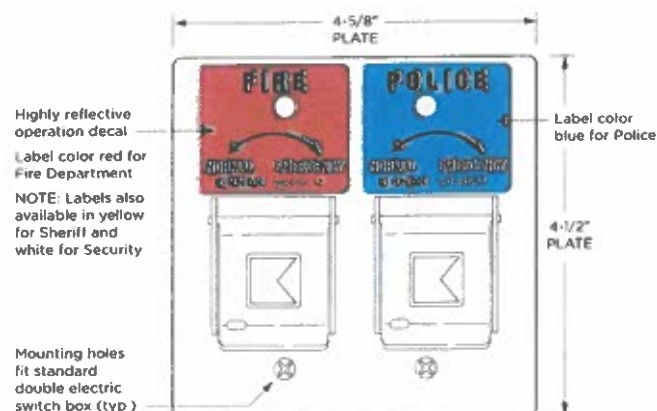
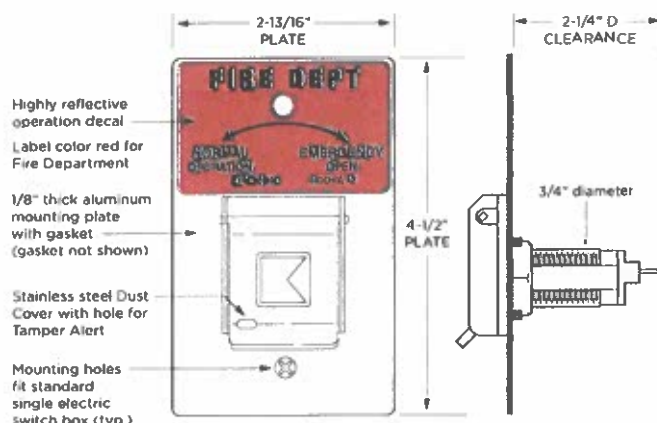
Dimensions: Requires 2 1/4" recessed depth x 3/4" diameter

Switch: SPDT or DPDT; 7 A resistive, 4 A inductive, key removable two position

Mounting: Key switch is designed to be recess mounted

P/N: 3500 Series Knox Gate & Key Switch (mfr's cat. ID)

Mfr's Name: KNOX COMPANY



ABOUT KNOX COMPANY

Over forty years ago, a unique concept in rapid access for emergency response was born. The KnoxBox®, a high-security key lock box, was designed to provide rapid access for emergency responders to reduce response times, minimize injuries and protect property from forced entry.

Today, one revolutionary lock box has grown into a complete system providing rapid access for public safety agencies, industries, military, and property owners across the world. The Knox Company is trusted by over 14,000 fire departments, law enforcement agencies, and governmental entities.



1500 STAND ALONE DIGITAL KEYPADS ACCESS CONTROL

- RESIDENTIAL • GATED COMMUNITIES • APARTMENT COMPLEXES
- PARKING • CONDOMINIUM/RESIDENCE HALL • MIXED USE
- COMMERCIAL • SELF STORAGE • MAXIMUM SECURITY



1506 flush mount
with lighted keys

1506 surface
mount

1515 surface mount

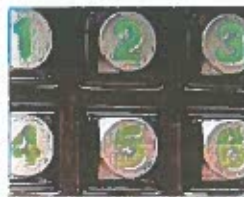
- Rugged Steel Cabinet with Stainless Steel Faceplates and Metal Keypads
- PIN (Personal Identification Number) Codes are programmable from the Keypad, or from a DoorKing Smartphone App (1515, 1504 models)
- EEPROM Memory will not lose Programmed Codes during power outages
- Secondary Keypad capability for Controlled Entry / Exit Applications (1506 only)
- 2-Year Limited Factory Warranty



intercom model



keypad users



lighted keys



android smartphones

ACCESS CONTROL SOLUTIONS

Standard

Card readers, keypads and smaller access control devices.

Square
Horizontal
Vertical



Standard
Pad Mount 1200-045
In-Ground Mount 1200-046



Dual Height
Pad Mount 1200-049

Architectural

Larger telephone entry systems.

Full Case (except Offset Small)



Offset Small
Pad Mount 1200-036
For card readers,
keypads, and smaller
access control devices



Offset
Pad Mount 1200-037
In-Ground Mount
1200-038



Straight
Pad Mount 1200-050
In-Ground Mount
1200-051

1. Tough

- Enamel finish is baked on for durability and weather resistance.



2. In-ground

- In-ground mount posts do not have a base plate and extend an additional 24 inches (60.9cm) in length.
- In-ground mounting adapter available for ALL mount posts with pad mount bases.



3. Cover

- All post mounts with base plates feature a cover to hide mounting bolts.

Key Features

Standard, Architectural, and Designer

- Pad mounting bolts directly onto existing concrete
- In-ground adapter when a concrete pad is unavailable or unwanted
- All posts feature a cover to hide mounting bolts
- Baked on crinkle coat enamel provides a durable and weather resistant finish
- Designer style posts have provisions for accessory transformers, surge suppressors, radio receiver and optional light assembly and tower

Mounting Kiosks

- Walk-up pedestrian applications for DKS flush mount entry systems
- Lockable electrical panel on back holds four (4) transformers, three (3) surge suppressors, and a radio receiver.
- Ultra-bright energy-saving LEDs illuminate the entry systems
- Kiosks are pad mounted.

Compatibility

Full Case

- 1803 • 1810 • 1810AP
- 1834 • 1835 • 1837 • 1833



New 2016 UL 325 Gate Guidelines

LiftMaster is committed to helping the industry design, install and service safe gate applications that are tested and certified to meet the most stringent industry safety standards.

What You Need to Know:

- Two monitored safety entrapment protection devices must be installed at each entrapment point, including:
 - The inherent reversing system built in to each LiftMaster Gate Operator
 - LiftMaster Monitored Photo Eyes and/or Edge Sensors**
- Gate operators will now monitor for fault conditions of external entrapment protection devices.
- New regulations went into effect January 2016.



Safety Accessories



Monitored Retro-Reflective Photo Eye (LMRRU)

- Sensing distance up to 50 ft., NEMA 4X
- Hoods come standard.



Monitored Through-Beam Photo Eyes (LMTBU)

- Wireless network mode eliminates the need to wire between operators in dual-gate applications.
- Sensing distance up to 90 ft., NEMA 4X.
- Hoods come standard.



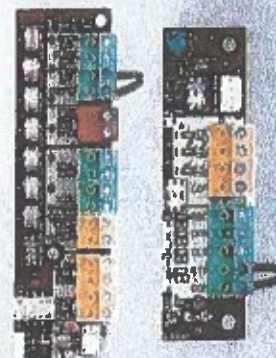
Monitored Wireless Edge Kit (LMWEKITU)

- Low-energy Bluetooth® transmission provides industry-leading battery life (2 years).
- Accepts up to 4 transceivers, 2 resistive edges per transceiver.
- Sensing distance up to 130 ft., NEMA 4X.
- Compatible with LiftMaster Monitored Edges.

****Only LiftMaster Monitored Photo Eyes or Edge Sensors may be used with this operator to meet the 2016 UL 325 Standard.**

Monitored Safety Inputs

Come standard with the CSL24U.



- Includes 6 Monitored Safety Inputs to cover all entrapment points.

Add to Your System



Plug-in Loop Detector (LOOPDETLM)

Ensures vehicles are easily identified to exit property or interrupt gate travel if a vehicle is in its path.

Power-efficient design uses less power to maximize cycles when operating on Battery Backup.



Internet Gateway (828LM)***

Connects your MyQ®-Enabled Gate Operator to the Internet with this device and the free MyQ app.



Wireless Commercial Keypad (KPW250)

Sleek, zinc-alloy metal front cover is extremely durable. Electronics encapsulated for reliable outdoor use. Compatible with Security+ 2.0®, Security+® and Linear MultiCode®† 250-code capacity.



2-Button and 4-Button Security+ 2.0® Learning Remote Controls (892LT/894LT)

Can learn or clone other LiftMaster codes or frequencies.

*** Internet Gateway Accessory functionality is dependent on communication with a MyQ®-Enabled Gate Operator. MyQ Technology communication can be limited by distance and type of exterior building materials. A general range estimate is 300 ft.

† MultiCode is a registered trademark of Nitelek Security & Control LLC.

BD Loops

The Loop Experts

Direct Burial Preformed Loop*

For installation in a concrete pour, gravel road, under asphalt, and under pavers



Loop Kit Includes:
4-6 Cable Ties
3 Lead-in Loop Labels

Install the highest quality loop, save time, and reduce service calls by using a **BD Loops preformed loop**

- For installation under concrete or asphalt, in gravel, and under pavers.
- 16 AWG loop wire designed for superior performance.
- Installation kit includes: cable ties, and loop lead-in labels.
- Easy to follow installation instructions.
- Loop wire is durable and rated for direct burial.
- Pre-phased (phasing direction marked) at the factory, allowing installers to easily take advantage of loop phasing.

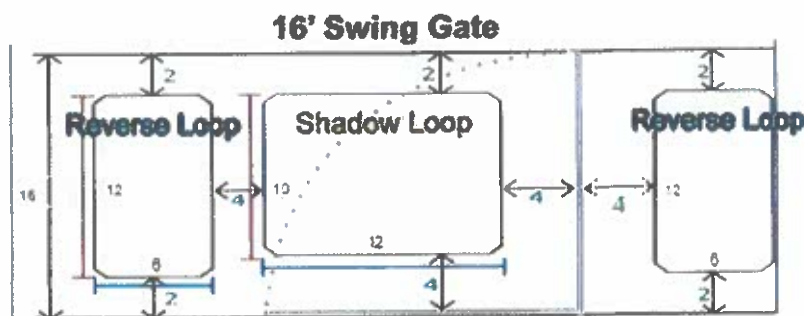
Driveway width		Recommended loop size		BD Loops part #		
Residential	Commercial	Residential	Commercial	40ft lead-in	60ft lead-in	100ft lead-in
8-10ft	-	3x3	-	RL12-40	EL12-60	-
8-10ft	-	3x4	-	RL14-40	EL14-60	-
8-10ft	-	3x5 or 4x4	-	RL16-40	EL16-60	-
9ft	-	4x5 or 3x6	-	RL18-40	EL18-60	-
10ft	-	4x6 or 3x7	-	RL20-40	EL20-60	-
12ft	10ft	4x8	6x6	RL24-40	EL24-60	EL24-100
14ft	12ft	4x10	6x8	-	EL28-60	EL28-100
16ft	14ft	4x12	6x10	RL32-40	EL32-60	EL32-100
-	16ft	-	6x12	RL36-40	EL36-60	EL36-100
-	18ft	-	6x14	-	EL40-60	EL40-100
-	20ft	-	6x16	RL44-40	EL44-60	EL44-100
-	24ft	-	6x20	RL52-40	EL52-60	EL52-100

[Custom sizes also available](#) - call local distributor for pricing and delivery

*Check BDLoops.com for the latest installation instructions & product literature

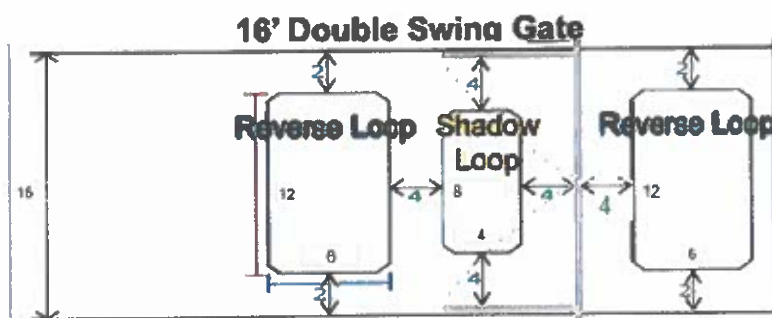
BD Loops 8161 Monroe Ave, Stanton, CA 90680

Phone 714 723-0946 ♦ Fax 714 890-1603 ♦ www.BDLoops.com



The above example shows loop placement guidelines on a 16' Swing Gate.

Swing gates require a total of three loops: two reverse loops on each side of the gate and a shadow loop. Reverse loops being installed on a swing gate need to be placed on each side of the gate, two feet from each curb and four feet away from the gate in its open position. Finding their size follows the same formula as slide gates: $x - 4 = z$. What is different in this gate system is the addition of a shadow loop. This loop is placed under the opening path of the gate, two feet away from the curb and four feet away from the gate in its closed position and four feet away from the gate in its open position. To determine the leg of the loop that is parallel to the gate in its closed position (y) subtract the driveway width (x) by 6 feet, represented by this formula: $x - 6 = y$. To find the leg of the loop that is parallel to the curb (a) subtract the driveway width (x) by four feet, represented by this formula: $x - 4 = a$. An exit loop in this gate system is optional and can be the reverse loops on the inside of the property (which will require a separate detector) or another loop can be positioned a minimum of four feet away from reverse loop on the inside of the property.



The above example shows loop placement guidelines on a 16' Double Swing Gate.

Double swing gates require a total of three loops: two reverse loops on each side of the gate and a shadow loop. The reverse loops follow the same method of installation as swing gates; two feet from each curb and four feet away from the gate in its open position. Finding their size follows the same formula as slide gates and swing gates ($x - 4 = z$). To find the shadow loop leg that is parallel to the gate in its closed position (b), you need to subtract the driveway width (x) by eight; represented by this formula: $x - 8 = b$. To find the shadow loop leg that is parallel to the gate in its open position (c), you need to divide the driveway width (x) by two, then subtract that amount by four feet represented by this formula: $(x / 2) - 4 = c$. An exit loop in this gate system is optional and can be the reverse loops on the inside of the property (which will require a separate detector) or another loop can be positioned a minimum of four feet away from reverse loop on the inside of the property.

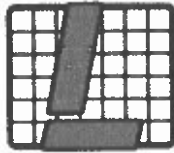
Vertical Doors - Section Coming Soon.

Traffic Lanes - Such as in a Parking Structure or Drive-thru Lane at a fast food establishment. Section Coming Soon.

Whenever possible the installation of direct burial loops should be used instead of saw-cuts. The loops will last longer will avoid saw-cutting which will make a grooved tattoo in Mrs. Jones's driveway.

Materials Count!

Now that you understand the proper placement and size of loops we will go into a detail about



C.V. LARSEN CO.
ENGINEERING CONTRACTORS
1846 Ludwig Ave Santa Rosa CA 95407-6413
(707) 526-3750 V (707) 571-8481 Fax
www.cvlarsen.com * bigskyhorse@hotmail.com

4 August 2021

Jason Benson
City of Ukiah
300 Seminary Dr
Ukiah CA 95482

Re: PZ2S Tank Replacement Project #2021-087
Request for Contract Change Order

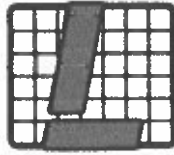
Dear Mr. Benson:

While meeting with the City Engineers for review of the road modifications requested by the City Fire Marshal, it was brought to our attention that the drainage course of the road has caused slippery conditions and caused vehicle damage. It was requested that the contractor install a drainage drop inlet, storm drain and energy dissipater for the wet section of the roadway.

Please see our attached request for change order and estimate for this work.

Thank you,

Chris Larsen
C.V. Larsen Co.



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FIELD CHANGE ORDER

CHANGE ORDER NO. 10

DATE: 8/4/21

PROJECT: PZ2S Tank Replacement Project #2021-087

OWNER: City of Ukiah CONTRACT DATE: July 6, 2020

TO: Jason Benson, City of Ukiah

This Change Order modifies the provisions of that certain contract dated 6 July 2020 by and between Owner and Contractor. The following change is hereby directed in the performance of the contract work:

Scope of Work

Drop inlet and HDPE drainage in access road.

As a result of the change described above, the amount payable to the contractor is modified as follows: 1 LS
\$9,954.90.

As a result of the change(s) described above, the time permitted for performance of this contract is hereby modified as follows: Additional 5 working days.

Except as set forth above, all terms and provisions of the contract and all prior change orders remain in full force and effect.

Owner

Date

Contractor

Date

ESTIMATE FOR DI + HDPE DRAINAGE
IN ACCESS ROAD.

07/18/2021

14:21

1

Project & Job#:

Date of Letting:

CONTRACT TOTAL BID 9,954.90

Quote To:

Bidder's Name:

Bidder's Address:

ITEMS OF WORK	UNIT	QUANTITY	UNIT PRICE	AMOUNT
extra work	LS	1.00	9,954.90	9,954.90
Bid Total <u> </u>				<u>9,954.90</u>

DIRECT COST REPORT

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub- Contrac	Total
BID ITEM = 1					Unit =	LS	Takeoff Quan:	1.000	Engr Quan:	1.000
Description = extra work										
1	extra work			Quan:	1.00	LS	Hrs/Shift: 8.00		WCNONE	
2	DDPE PIPE hdpe pipe 12"@107.5	40.00	PLF	24.000			1,032			1,032
2	DROP INLE precast drop in@107.	1.00	LS	1,600.000			1,720			1,720
2	CL2AB class 2 ab deli@107.5	10.00	TON	25.000			269			269
2	RSPNORTH 1/2 ton rsp nor@107.	12.00	TON	36.000			464			464
3	GEOFABRI geotextile fabric mafif	1.00	LS	125.000				125		125
8	B416B CASE 580 N Backhoe	8.00	HR	58.810				470		470
8	T.5TPU 1/2 ton pickup	16.00	HR	17.000				272		272
8	T20CYDT Transfer Dump Truck	4.00	HR	125.000				500		500
	LAFOR Const. Specialist	16.00	MH	32.620	1,012					1,012
	OA1EX3 Op Excavator <31/2c	8.00	MH	48.370	676					676
	UUPROJENG Project Engineer	24.00	MH	42.500	1,224					1,224
	\$7,764.82 48.0000 MH/LS	48.00	MH	[1928.88]	2,912	3,485	125	1,242		7,765
		0.0208 Unit/M			2,912.19	3,485.15	125.00	1,242.48		7,764.82
====> Item Totals: 1 - extra work										
	\$7,764.82 48.0000 MH/LS	48.00	MH	[1928.88]	2,912	3,485	125	1,242		7,765
	7,764.820 1 LS				2,912.19	3,485.15	125.00	1,242.48		7,764.82
\$7,764.82	*** Report Totals ***	48.00	MH		2,912	3,485	125	1,242		7,765

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: fritz winery Engineering Firm: atterburry and assoc
Estimator-In-Charge:

JOB NOTES

Estimate created on: 12/21/2004 by User#: 0 -
Source estimate used: A:\FRITZ

*****Estimate created on: 07/11/2005 by User#: 0 -
Source used: C:\HEAVYBID\MASTER.zip (a backup) from 07/11/2005 4:02:42 PM

*****Estimate created on: 05/03/2021 by User#: 0 -
Source estimate used: C:\HEAVYBID\EST\MASTER

* on units of MH indicate average labor unit cost was used rather than base rate.
[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

DIRECT COST REPORT

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	
Resource		Pcs	Unit	Cost	Labor	Materi	Matl/Ex	Ment	Contrac
									Total

BID ITEM = 1

Description = extra work

Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where
XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

Calendars are found in crew and labor codes and have the format XXXdY where
XXX = The Calendar and Y = The Starting Day of the Week with Day 1 = Monday, etc.

40 standard calendar



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4 August 2021

Jason Benson
City of Ukiah
300 Seminary Dr
Ukiah CA 95482

Re: PZ2S Tank Replacement Project #2021-087
Request for Contract Change Order

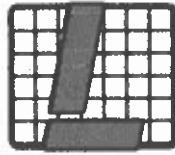
Dear Mr. Benson:

During the review of the relocation of the gate for Pressure Zone Two, it was requested that the contractor provide an underground conduit from the irrigation timer panel to the gate for an electrical service for the gate actuator.

Please see our attached request for change order and estimate for this work.

Thank you,

Chris Larsen
C.V. Larsen Co.



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FIELD CHANGE ORDER

CHANGE ORDER NO. 11

DATE: 8/4/21

PROJECT: PZ2S Tank Replacement Project #2021-087

OWNER: City of Ukiah

CONTRACT DATE: July 6, 2020

TO: Jason Benson, City of Ukiah

This Change Order modifies the provisions of that certain contract dated 6 July 2020 by and between Owner and Contractor. The following change is hereby directed in the performance of the contract work:

Scope of Work

Electrical conduit for gate

As a result of the change described above, the amount payable to the contractor is modified as follows: 1 LS
\$9,586.76.

As a result of the change(s) described above, the time permitted for performance of this contract is hereby modified as follows: Additional 10 working days.

Except as set forth above, all terms and provisions of the contract and all prior change orders remain in full force and effect.

Owner

Date

Contractor

Date

Electrical Conduit for GATE.

07/18/2021

15:23

1

Project & Job#:

Date of Letting:

CONTRACT TOTAL BID 9,586.76

Quote To:

Bidder's Name:

Bidder's Address:

ITEMS OF WORK	UNIT	QUANTITY	UNIT PRICE	AMOUNT
extra work	LS	1.00	9,586.76	9,586.76
Bid Total <u> </u>				<u>9,586.76</u>

* NOTE City to provide wire and termination on both ends.
Does not include GATE subcontractor to provide Actuator.

DIRECT COST REPORT

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Materi	Equip Matl/Ex	Sub- MentContra	Total
BID ITEM = 1									
Description = extra work				Unit =	LS	Takeoff Quan:	1.000	Engr Quan:	1.000
1	extra work			Quan:	1.00 LS	Hrs/Shift: 8.00	WC	NONE	
2 CANDUITS	platt electrica@107.5	1.00	LS	525.000		564			564
8B416B	CASE 580 N Backhoe	24.00	HR	58.810			1,411		1,411
8CWHACK	Whacker/Compactor	24.00	HR	13.500			324		324
8T.5TPU	1/2 ton pickup	24.00	HR	17.000			408		408
LAFOR	Const. Specialist	24.00	MH	32.620	1,519				1,519
OA1EX3	Op Excavator <31/2c	24.00	MH	48.370	2,027				2,027
UUPROJENG	Project Engineer	24.00	MH	42.500	1,224				1,224
\$7,477.68	72.0000 MH/LS	72.00	MH	[2963.76]	4,770	564	2,143		7,478
		0.0139	Unit/M		4,769.86	564.38	2,143.44		7,477.68
> Item Totals: 1 - extra work									
\$7,477.68	72.0000 MH/LS	72.00	MH	[2963.76]	4,770	564	2,143		7,478
7,477.680	1 LS				4,769.86	564.38	2,143.44		7,477.68
*** Report Totals ***									
\$7,477.68		72.00	MH		4,770	564	2,143		7,478

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: fritz winery Engineering Firm: atterburry and assoc

Estimator-In-Charge:

JOB NOTES

Estimate created on: 12/21/2004 by User#: 0 -

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Source used: C:\HEAVYBID\MASTER.zip (a backup) from 07/11/2005 4:02:42 PM

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Source estimate used: C:\HEAVYBID\EST\MASTER

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

Calendars are found in crew and labor codes and have the format XXXdY where

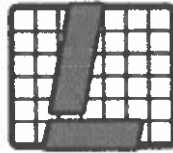
DIRECT COST REPORT

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	
Resource		Pcs	Unit	Cost	Labor	Materi	Matl/Ex	Ment	Contrac
									Total

BID ITEM = 1
Description = extra work Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

XXX = The Calendar and Y = The Starting Day of the Week with Day 1 = Monday, etc.

40 standard calendar



C.V. LARSEN CO.
ENGINEERING CONTRACTORS
1846 Ludwig Ave Santa Rosa CA 95407-6413
(707) 526-3750 V (707) 571-8481 Fax
www.cvlarsen.com * bigskyhorse@hotmail.com

4 August 2021

Jason Benson
City of Ukiah
300 Seminary Dr
Ukiah CA 95482

Re: PZ2S Tank Replacement Project #2021-087
Request for Contract Change Order

Dear Mr. Benson:

During our project meeting on June 1st, it was requested the contractor install heavy duty storm water and soil stabilization methods on the new earth slope beneath the new Pressure Zone Two Tank location. This includes placement of straw, jute mesh, choir mat material, pinned into the new slope.

Please see our attached request for change order and estimate for this work.

Thank you,

Chris Larsen
C.V. Larsen Co.



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FIELD CHANGE ORDER

CHANGE ORDER NO. 12

DATE: 8/4/21

PROJECT: PZ2S Tank Replacement Project #2021-087

OWNER: City of Ukiah CONTRACT DATE: July 6, 2020

TO: Jason Benson, City of Ukiah

This Change Order modifies the provisions of that certain contract dated 6 July 2020 by and between Owner and Contractor. The following change is hereby directed in the performance of the contract work:

Scope of Work

Jute Mesh choir mat and straw pinned on slope for BMP's.

As a result of the change described above, the amount payable to the contractor is modified as follows: 1 LS
\$10,752.14.

As a result of the change(s) described above, the time permitted for performance of this contract is hereby modified as follows: Additional 12 working days.

Except as set forth above, all terms and provisions of the contract and all prior change orders remain in full force and effect.

Owner

Date

Contractor

Date

JUTE MESH CHORMUT and STRAW on SLOPES FOR RMP'S

07/18/2021

15:07

1

Project & Job#:

Date of Letting:

CONTRACT TOTAL BID 10,752.14

Quote To:

Bidder's Name:

Bidder's Address:

ITEMS OF WORK	UNIT	QUANTITY	UNIT PRICE	AMOUNT
extra work	LS	1.00	10,752.14	10,752.14
Bid Total <u> </u>				<u>10,752.14</u>

DIRECT COST REPORT

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Materi	Equip Matl/Ex	Sub- MentContra	Total
BID ITEM = 1									
Description = extra work				Unit =	LS	Takeoff Quan:	1.000	Engr Quan:	1.000
1	extra work			Quan:	1.00	LS	Hrs/Shft: 8.00	WCNONE	
2 JUTE MES	excelsior jute @107.5	1.00	LS	3,100.000		3,333			3,333
2 STAPLES	fabric staples@107.5	5.00	EA	10.000		54			54
2STRAWBAL	straw bales del@107.	8.00	EA	27.330		235			235
8B416B	CASE 580 N Backhoe	8.00	HR	58.810			470		470
8T.5TPU	1/2 ton pickup	40.00	HR	17.000			680		680
LAFOR	Const. Specialist	40.00	MH	32.620	2,531				2,531
OA1EX3	Op Excavator <31/2c	8.00	MH	48.370	676				676
UUPROJENG	Project Engineer	8.00	MH	42.500	408				408
\$8,386.67	56.0000 MH/LS	56.00	MH	[2031.76]	3,615	3,621	1,150		8,387
		0.0179	Unit/M		3,614.90	3,621.29	1,150.48		8,386.67
-----> Item Totals: 1 - extra work									
\$8,386.67	56.0000 MH/LS	56.00	MH	[2031.76]	3,615	3,621	1,150		8,387
8,386.670	1 LS				3,614.90	3,621.29	1,150.48		8,386.67

\$8,386.67	*** Report Totals ***	56.00	MH		3,615	3,621	1,150		8,387

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: fritz winery Engineering Firm: atterburry and assoc
Estimator-In-Charge:

JOB NOTES

Estimate created on: 12/21/2004 by User#: 0 -
Source estimate used: A:\FRITZ

*****Estimate created on: 07/11/2005 by User#: 0 -
Source used: C:\HEAVYBID\MASTER.zip (a backup) from 07/11/2005 4:02:42 PM

*****Estimate created on: 05/03/2021 by User#: 0 -
Source estimate used: C:\HEAVYBID\EST\MASTER

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where
XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

DIRECT COST REPORT

Activity	Desc	Quantity		Unit	Unit	Perm	Constr	Equip	Sub-	
Resource		Pcs	Unit	Cost	Labor	Materi	Matl/Ex	Ment	Contrac	Total

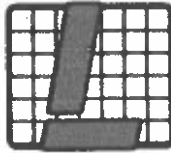
BID ITEM = 1

Description = extra work

Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

Calendars are found in crew and labor codes and have the format XXXdY where
XXX = The Calendar and Y = The Starting Day of the Week with Day 1 = Monday, etc.

40 standard calendar



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4 August 2021

Jason Benson
City of Ukiah
300 Seminary Dr
Ukiah CA 95482

Re: PZ2S Tank Replacement Project #2021-087
Request for Contract Change Order

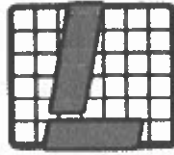
Dear Mr. Benson:

During the project meeting on June 1st, it was requested the contractor provide a new water service, boxes, check valves, irrigation piping and planting of 6 native oak trees, in the new fill slope at the location of the new Pressure Zone Two Tank.

Please see our attached request for change order and estimate for this work.

Thank you

Chris Larsen
C.V. Larsen Co.



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FIELD CHANGE ORDER

CHANGE ORDER NO. 13

DATE: 8/4/21

PROJECT: PZ2S Tank Replacement Project #2021-087

OWNER: City of Ukiah CONTRACT DATE: July 6, 2020

TO: Jason Benson, City of Ukiah

This Change Order modifies the provisions of that certain contract dated 6 July 2020 by and between Owner and Contractor. The following change is hereby directed in the performance of the contract work:

Scope of Work

Hot tap service, box, check valve, irrigation and trees 6 native oak.

As a result of the change described above, the amount payable to the contractor is modified as follows: 1 LS
\$13,452.45.

As a result of the change(s) described above, the time permitted for performance of this contract is hereby modified as follows: Additional 10 working days.

Except as set forth above, all terms and provisions of the contract and all prior change orders remain in full force and effect.

Owner

Date

Contractor

Date

HOT TAP SERVICE, FOX, Clean Palm, IRRIGATION + TREES GET OAK.

07/18/2021

14:58

1

Project & Job#:

Date of Letting:

CONTRACT TOTAL BID $\Longrightarrow$ 13,452.45

Quote To:

Bidder's Name:

Bidder's Address:

ITEMS OF WORK	UNIT	QUANTITY	UNIT PRICE	AMOUNT
extra work	LS	1.00	13,452.45	13,452.45
Bid Total $\Longrightarrow$				<u>13,452.45</u>

DIRECT COST REPORT

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Materi	Equip Matl/Ex	Sub- Ment	Contra	Total
BID ITEM = 1										
Description = extra work				Unit =	LS	Takeoff Quan:	1.000	Engr Quan:	1.000	
1	extra work			Quan:	1.00 LS	Hrs/Shft: 8.00	WCNONE			
2 CHECK VA	i3/4" check val@107.	1.00	LS	244.260		263				263
2 IRRIGATIO	hdpe irrigation@107.	1.00	LS	93.770		101				101
2 OAK TREE	barrel oak tree@107.5	6.00	EA	227.000		1,464				1,464
3/4" HOT TA	hot tap valve and box	1.00	LS	3,900.000			3,900			3,900
8B416B	CASE 580 N Backhoe	8.00	HR	58.810				470		470
8T.5TPU	1/2 ton pickup	40.00	HR	17.000				680		680
LAFOR	Const. Specialist	40.00	MH	32.620	2,531					2,531
OA1EX3	Op Excavator <31/2c	8.00	MH	48.370	676					676
UUPROJENG	Project Engineer	8.00	MH	42.500	408					408
\$10,492.91	56.0000 MH/LS	56.00	MH	[2031.76]	3,615	1,828	3,900	1,150		10,493
		0.0179	Unit/M		3,614.90	1,827.53	3,900.00	1,150.48		10,492.91
====> Item Totals: 1 - extra work										
\$10,492.91	56.0000 MH/LS	56.00	MH	[2031.76]	3,615	1,828	3,900	1,150		10,493
10,492.910	1 LS				3,614.90	1,827.53	3,900.00	1,150.48		10,492.91
\$10,492.91	*** Report Totals ***	56.00	MH		3,615	1,828	3,900	1,150		10,493

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: fritz winery Engineering Firm: atterburry and assoc
Estimator-In-Charge:

JOB NOTES

Estimate created on: 12/21/2004 by User#: 0 -
Source estimate used: A:\FRITZ

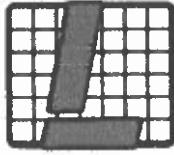
*****Estimate created on: 07/11/2005 by User#: 0 -
Source used: C:\HEAVYBID\MASTER.zip (a backup) from 07/11/2005 4:02:42 PM

*****Estimate created on: 05/03/2021 by User#: 0 -
Source estimate used: C:\HEAVYBID\EST\MASTER

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where
XXX=Rent% and YYY=EOE%



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4 August 2021

Jason Benson
City of Ukiah
300 Seminary Dr
Ukiah CA 95482

Re: PZ2S Tank Replacement Project #2021-087
Request for Contract Change Order

Dear Mr. Benson:

During our May 26th project meeting, it was requested the contractor provide fencing around the south and east side of the Pressure Zone Two site as a safety item.

Please see our attached request for change order and estimate for this work.

Thank you,

Chris Larsen
C.V. Larsen Co.



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ENGINEERING CONTRACTORS
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FIELD CHANGE ORDER

CHANGE ORDER NO. 14

DATE: 8/4/21

PROJECT: PZ2S Tank Replacement Project #2021-087

OWNER: City of Ukiah CONTRACT DATE: July 6, 2020

TO: Jason Benson, City of Ukiah

This Change Order modifies the provisions of that certain contract dated 6 July 2020 by and between Owner and Contractor. The following change is hereby directed in the performance of the contract work:

Scope of Work

Install 1000' of 4' tall open chain link fence, 2 corners, 2 ends, around south and east side of PZ2S site

As a result of the change described above, the amount payable to the contractor is modified as follows: 1 LS
\$8,457.03

As a result of the change(s) described above, the time permitted for performance of this contract is hereby modified as follows: Additional 5 working days.

Except as set forth above, all terms and provisions of the contract and all prior change orders remain in full force and effect.

Owner

Date

Contractor

Date



Agricultural • Commercial • Residential
State & Federal
License # 585041

ARROW FENCING
CALPELLA, CA 95418
Arrowfencingca.com

P.O. BOX 385
707-485-1128 Fax: 707-485-1142
chris@arrowfencingca.com

PROPOSAL/CONTRACT

Page 1
08/04/2021

Customer Information:

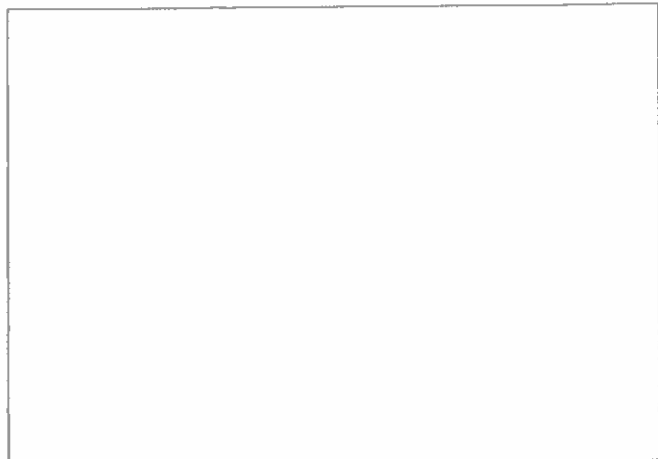
Cvlarsen
1
Ukiah, CA

Job Information:

481-2020
Golf Course 4' fence

Notes:

- Install 1000 of 4' tall open chain link fence 2- corners 2- ends
open flat ground accessible



ARROW FENCING - CALIFORNIA CONTRACTORS LICENSE #585041

NOTICE TO OWNER: (SECTION 7019 - CONTRACTORS LICENSE LAW) UNDER THE MECHANIC'S LIEN LAW, ANY CONTRACTOR, SUBCONTRACTOR, LABORER, MATERIALMAN OR OTHER PERSON WHO HELPS TO IMPROVE YOUR PROPERTY AND IS NOT PAID FOR HIS LABOR, SERVICES OR MATERIAL, HAS A RIGHT TO ENFORCE HIS CLAIM AGAINST YOUR PROPERTY.

UNDER THE LAW, YOU MAY PROTECT YOURSELF AGAINST SUCH CLAIMS BY FILING, BEFORE COMMENCING SUCH WORK OR IMPROVEMENT, AN ORIGINAL CONTRACT FOR THE WORK OF IMPROVEMENT OR A MODIFICATION THEREOF, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY WHERE THE PROPERTY IS SITUATED AND REQUIRING THAT A CONTRACTOR'S PAYMENT BOND BE RECORDED IN SUCH OFFICE. SAID BOND SHALL BE IN AN AMOUNT NOT LESS THAN FIFTY PERCENT (50/5) OF THE CONTRACT PRICE AND SHALL, IN ADDITION TO ANY CONDITIONS FOR THE PERFORMANCE OF THE CONTRACT, BE CONDITIONED FOR THE PAYMENT IN FULL OF THE CLAIMS OF ALL PERSONS FURNISHING LABOR, SERVICES, EQUIPMENT OR MATERIALS FOR THE WORK DESCRIBED IN SAID CONTRACT.

The responsibility for complying with local zoning regulations and obtaining any required permits shall rest with the customer. ARROW FENCING will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does ARROW FENCING assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

ARROW FENCING assumes no responsibility for damage to underground utilities, public or private. The customer will assume all liability for any damage caused by directing ARROW FENCING to dig in the immediate vicinity of known utilities.

The final billing will be based on the actual footage of fencing built and the work performed. Partial billing for materials delivered to the job site and work completed may be sent at weekly intervals. Adjustments for material used on this job and adjustments for labor will be charged or credited at the currently established rates.

Additional charges for any extra work not covered in this contract that was requested by the customer will also be added. The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced.

A finance charge of 1 1/2% per month (or a minimum of \$1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 10 days after completion of any work invoiced. All materials will remain the property of ARROW FENCING until all invoices pertaining to this job are paid in full. The customer agrees to pay all interest and any costs incurred in the collection of this debt.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD, [9035 Goethe Road], Sacramento, California. [Mailing Address: P.O. Box 26000, Sacramento, California 95827.]

Approved & Accepted for Customer:

Contract Amount: \$ 6568.57
Down Payment: \$
Balance Due: \$ 6568.57

Accepted for ARROW FENCING:

25% Profit + Overhead 1642.14
3% Bond 246.32
6568.57



Agricultural • Commercial • Residential

State & Federal

License # 585041

ARROW FENCING

P.O. BOX 385

CALPELLA, CA 95418

707-485-1128 Fax: 707-485-1142

Arrowfencingca.com

chris@arrowfencingca.com

CHAINLINK FENCE SPECIFICATION

FABRIC: 48" 9 GA. GALVANIZED (2" Mesh) KK CHAIN LINK FABRIC.

TOP RAIL: 1 5/8" O.D. STRUCTURAL PIPE, 1.73 lbs. per foot. Top rail 21' in length, joined with 1 5/8" SLEEVE.

LINE POST: 1 7/8" O.D. STRUCTURAL PIPE, 2.20 lbs. per foot. Line posts set 10' on center maximum spacing. Concrete footing: 8" diameter, 24" depth.

TERMINAL POST: 2 3/8" O.D. STRUCTURAL PIPE, 2.78 lbs. per foot. Concrete footing: 8" diameter, 36" depth.

FITTINGS: REGULAR BRACE BAND & CARRIAGE BOLT, PRESSED STEEL RAIL-END, PRESSED STEEL EYE-TOP, PRESSED STEEL CAP, 3/16" X 3/4" TENSION BAR, REGULAR TENSION BAND & CARRIAGE BOLT.

TIE WIRE: 8 1/2" 11 GA. STEEL TIE WIRE & 6 1/2" 11 GA. STEEL TIE WIRE spaced 15" on center for line posts & 24" on center for rails.

POST FOOTING: HAND MIXED CONCRETE.



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ENGINEERING CONTRACTORS
 1846 Ludwig Ave Santa Rosa CA 95407-6413
 (707) 526-3750 V (707) 571-8481 Fax
www.cvlarsen.com * biqskyhorse@hotmail.com

Invoice

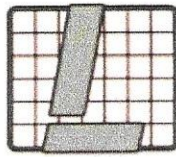
Date	Invoice #
6/8/2021	160061-22

Bill To
City of Ukiah Jason Benson Purchasing Department 411 West Clay St Ukiah CA 95482

Terms	Project
Net 15	PZ2S Water Tank Replacement

Description	Prior %	Curr %	Total %	Prior Amt	Est Amt	Prior Qty	Est Qty	Qty	Amount
Mobilization & Demobilization	75.00%	0.00%	75.00%	11,602.23	15,470.19	0.20005	1	0	0.00
Demo Exist. Tank, footing and yard piping	100.00%	0.00%	100.00%	50,250.39	50,250.39	1	1	0	0.00
Clearing and Grubbing	100.00%	0.00%	100.00%	7,111.28	7,111.28	1	1	0	0.00
Excavate and Soils Export		100.00%	100.00%		11,018.60	0	185	185	11,018.60
Provide and Install Compacted Engineered Fill		0.00%	0.00%		17,734.50	0	150	0	0.00
Finish Grading		0.00%	0.00%		7,940.08	0	1	0	0.00
Erosion Control	100.00%	0.00%	100.00%	4,101.94	4,101.94	1	1	0	0.00
Provide and Install Yard Piping	69.98%	0.00%	69.98%	14,305.24	20,441.13	0.69983	1	0	0.00
Provide and Install Tank Foundation		0.00%	0.00%		42,984.98	0	1	0	0.00
Provide and Install Glass Fused Bolted Steel Water Tank	48.15%	0.00%	48.15%	150682.46	312951.64	0.48149	1	0	0.00
Provide and Install Cathodic Protection System		0.00%	0.00%		15,507.69	0	1	0	0.00
Provide and Install Tank Level Instrumentation	46.66%	0.00%	46.66%	3,000.00	6,429.96	0.46657	1	0	0.00
Provide and Install Overflow Drain Piping and Inlet Box		0.00%	0.00%		14,557.62	0	1	0	0.00
Field Change Order No. 1 Access	111.37%	0.00%	111.37%	11,410.93	10,245.93	2		0	0.00
Field Change Order No.2 Design changes	100.00%	0.00%	100.00%	32,024.74	32,024.74	1	1	0	0.00
Field Change Order No. 3 Earthwork	26.90%	36.00%	62.90%	46,604.40	173283.12	0.26895	1	0.36	62,381.92
Field Change Order No. 4 Engineering	100.00%	0.00%	100.00%	5,500.00	5,500.00	1	1	0	0.00
Field Change Order No. 5 CIDH Piling & Foundation		100.00%	100.00%		28,397.26	0	1	1	28,397.26
Revisions DEWRS 5/5/21-6/7/21									21,892.73

SMALL BUSINESS ENTERPRISE PROMPT PAYMENT REQUESTED	Total	\$123,690.51
	Payments/Credits	\$0.00
	Balance Due	\$123,690.51



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 ENGINEERING CONTRACTORS
 1846 Ludwig Ave Santa Rosa CA 95407-6413
 (707) 526-3750 V (707) 571-8481 Fax
www.cvlarsen.com * bigskyhorse@hotmail.com

Invoice

Date	Invoice #
7/6/2021	202107-06

Bill To
City of Ukiah Jason Benson Purchasing Department 411 West Clay St Ukiah CA 95482

Terms	Project
Net 15	PZ2S Water Tank Replacement

Description	Prior %	Curr %	Total %	Prior Amt	Est Amt	Prior Qty	Est Qty	Qty	Amount
Mobilization & Demobilization	75.00%	0.00%	75.00%	11,602.23	15,470.19	0.20005	1	0	0.00
Demo Exist. Tank, footing and yard piping	100.00%	0.00%	100.00%	50,250.39	50,250.39	1	1	0	0.00
Clearing and Grubbing	100.00%	0.00%	100.00%	7,111.28	7,111.28	1	1	0	0.00
Excavate and Soils Export	100.00%	0.00%	100.00%	11,018.60	11,018.60	185	185	0	0.00
Provide and Install Compacted Engineered Fill		100.00%	100.00%		17,734.50	0	150	150	17,734.50
Finish Grading		0.00%	0.00%		7,940.08	0	1	0	0.00
Erosion Control	100.00%	0.00%	100.00%	4,101.94	4,101.94	1	1	0	0.00
Provide and Install Yard Piping	69.98%	0.00%	69.98%	14,305.24	20,441.13	0.69983	1	0	0.00
Provide and Install Tank Foundation		100.00%	100.00%		42,984.98	0	1	1	42,984.98
Provide and Install Glass Fused Bolted Steel Water Tank	48.15%	0.00%	48.15%	150682.46	312951.64	0.48149	1	0	0.00
Provide and Install Cathodic Protection System		0.00%	0.00%		15,507.69	0	1	0	0.00
Provide and Install Tank Level Instrumentation	46.66%	0.00%	46.66%	3,000.00	6,429.96	0.46657	1	0	0.00
Provide and Install Overflow Drain Piping and Inlet Box		50.00%	50.00%		14,557.62	0	1	0.5	7,278.81
Field Change Order No. 1 Access	111.37%	0.00%	111.37%	11,410.93	10,245.93	2		0	0.00
Field Change Order No.2 Design changes	100.00%	0.00%	100.00%	32,024.74	32,024.74	1	1	0	0.00
Field Change Order No. 3 Earthwork	62.90%	0.00%	62.90%	108986.32	173283.12	0.62895	1	0	0.00
Field Change Order No. 4 Engineering	100.00%	0.00%	100.00%	5,500.00	5,500.00	1	1	0	0.00
Field Change Order No. 5 CIDH Piling & Foundation	100.00%	0.00%	100.00%	28,397.26	28,397.26	1	1	0	0.00
Revisions DEWRS June 28-July 2									15,455.46

We appreciate your prompt payment.	Total	\$83,453.75
	Payments/Credits	\$0.00
	Balance Due	\$83,453.75



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ENGINEERING CONTRACTORS
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4 August 2021

Jason Benson
City of Ukiah
300 Seminary Dr
Ukiah CA 95482

Re: PZ2S Tank Replacement Project #2021-087
Request for Contract Change Order

Dear Mr. Benson:

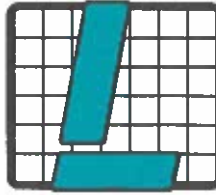
In review of contract costs to date, there are a few time and materials directives that remain:

- Electrical for rectifier system, transducer and yard light
- Repair of the golf course access road and turf
- Exposing and providing new golf course water service and backflow preventer
- Covid related material escalation.

Thank you,

Shauna Larsen
for:

Chris Larsen
C.V. Larsen Co.



C.V. LARSEN CO.
ENGINEERING CONTRACTORS

1846 Ludwig Avenue • Santa Rosa, CA 95407-6413
(707) 526-3750
www.cvlarsen.com

9 August 2021

Jason Benson
City of Ukiah
300 Seminary Dr.
Ukiah CA 95482

Re: PZ2S Tank Replacement, Additional Work

Mr. Benson,

Per our meeting on 8/6/21 regarding outstanding time and materials contract costs, following is my estimates for these costs as well as current outstanding extra work performed in June and July.

Electrical for Transducer, Rectifier and yard light.	\$ 4,500.00
Repair golf cart path to pre-construction condition per CCO1	\$14,000.00
BFP and new main irrigation service Sta. 0+00	\$20,300.00
Material and fuel price escalation	\$ 8,500.00
Current outstanding extra work (DEWRS 6/30-7/22/21 attached)	\$19,943.48

Any questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. V. Larsen', written over a horizontal line.

Chris Larsen
Owner
C.V. Larsen Co.
(707) 481-2020



PROJECT NO. VIET P228

ROAD

DATE OF REPORT _____

TO DATE \$ _____

DESCRIPTION OF WORK. Tunnel under existing Prop inlet, expose and
DRESS.

TOTAL THIS REPORT

07/18/2021

13:35

1

Project & Job#:

Date of Letting:

CONTRACT TOTAL BID $\Rightarrow$ 2,242.71

Quote To:

Bidder's Name:

Bidder's Address:

ITEMS OF WORK	UNIT	QUANTITY	UNIT PRICE	AMOUNT
extra work	LS	1.00	2,242.71	2,242.71
Bid Total $\Rightarrow$				<u>2,242.71</u>

DIRECT COST REPORT

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub- Contrac	Total
----------------------	------	-----------------	------	--------------	-------	----------------	-------------------	---------------	-----------------	-------

BID ITEM = 1

Description = extra work

Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

1	extra work	Quan: 1.00	LS	Hrs/Shft: 8.00	WC	NONE
8B416B	CASE 580 N Backhoe	6.00	HR	58.810		353
8T.5TPU	1/2 ton pickup	12.00	HR	17.000		204
LAFOR	Const. Specialist	6.00	MH	32.620	380	
OA1EX3	Op Excavator <31/2c	6.00	MH	48.370	507	
UUPROJENG	Project Engineer	6.00	MH	42.500	306	
\$1,749.32	18.0000 MH/LS	18.00	MH	[740.94]	1,192	557
	0.0556 Unit/M			1,192.46		556.86
====> Item Totals: 1 - extra work						
\$1,749.32	18.0000 MH/LS	18.00	MH	[740.94]	1,192	557
1,749.320	1 LS			1,192.46		556.86

\$1,749.32	*** Report Totals ***	18.00	MH	1,192	557	1,749
------------	-----------------------	-------	----	-------	-----	-------

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: fritz winery Engineering Firm: atterburry and assoc
Estimator-In-Charge:

JOB NOTES

Estimate created on: 12/21/2004 by User#: 0 -

Source estimate used: A:\FRITZ

*****Estimate created on: 07/11/2005 by User#: 0 -

Source used: C:\HEAVYBID\MASTER.zip (a backup) from 07/11/2005 4:02:42 PM

*****Estimate created on: 05/03/2021 by User#: 0 -

Source estimate used: C:\HEAVYBID\EST\MASTER

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[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where
XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

Calendars are found in crew and labor codes and have the format XXXdY where

XXX = The Calendar and Y = The Starting Day of the Week with Day 1 = Monday, etc.

40 standard calendar

DESCRIPTION OF WORK Chip Concrete Collar Around Existing Pop Inlet
For 12" HOLE Storm Drain Connection

[illegible]

The above record is complete and correct

+ 33% ON LABOR COST

+ 15% ON EQUIPMENT AND MATERIALS COST

Contractor's Representative

FOR OFFICE USE ONLY

PD ONEST NO

CHECKED BY _____

Resident Engineer

TOTAL THIS REPORT

07/18/2021

13:32

1

Project & Job#:

Date of Letting:

CONTRACT TOTAL BID $\Rightarrow$ 3,608.24

Quote To:

Bidder's Name:

Bidder's Address:

ITEMS OF WORK	UNIT	QUANTITY	UNIT PRICE	AMOUNT
extra work	LS	1.00	3,608.24	3,608.24
Bid Total $\Rightarrow$				<u>3,608.24</u>

DIRECT COST REPORT

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	
Resource		Pcs		Cost	Labor	Materi	Matl/Ex	Ment	Contra
									Total

BID ITEM = 1

Description = extra work

Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

1	extra work	Quan: 1.00	LS	Hrs/Shft: 8.00	WC	NONE	
3	JACK HAM outside rent	1.00	LS	200.000		200	200
3	MISC TOOL misc power tools	8.00	HR	25.000		200	200
8	B416B CASE 580 N Backhoe	8.00	HR	58.810		470	470
8	T.5TPU 1/2 ton pickup	16.00	HR	17.000		272	272
8	TLRCOMP 200 Cfm Trailer Com	8.00	HR	10.250		82	82
	LAFOR Const. Specialist	8.00	MH	32.620	506		506
	OA1EX3 Op Excavator <31/2c	8.00	MH	48.370	676		676
	UUPROJENG Project Engineer	8.00	MH	42.500	408		408
\$2,814.43	24.0000 MH/LS	24.00	MH	[987.92]	1,590	400	824
		0.0417	Unit/M		1,589.95	400.00	824.48
							2,814.43

====> Item Totals: 1 - extra work

\$2,814.43	24.0000 MH/LS	24.00	MH	[987.92]	1,590	400	824	2,814
2,814.430	1 LS				1,589.95	400.00	824.48	2,814.43

\$2,814.43	*** Report Totals ***	24.00	MH		1,590	400	824	2,814
------------	-----------------------	-------	----	--	-------	-----	-----	-------

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: fritz winery Engineering Firm: atterburry and assoc
Estimator-In-Charge:

JOB NOTES

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Source estimate used: A:\FRITZ

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Source used: C:\HEAVYBID\MASTER.zip (a backup) from 07/11/2005 4:02:42 PM

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Source estimate used: C:\HEAVYBID\EST\MASTER

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[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where
XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

DIRECT COST REPORT

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	
Resource		Pcs	Unit	Cost	Labor	Materi	Matl/Ex	Ment	Contrac
									Total

BID ITEM = 1

Description = extra work

Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

Calendars are found in crew and labor codes and have the format XXXdY where
XXX = The Calendar and Y = The Starting Day of the Week with Day 1 = Monday, etc.

40 standard calendar

DAILY EXTRA WORK REPORT

PROJECT NO. _____

C.C.O. NO. _____ REPORT NO. _____

DATE PERFORMED 7/12/21

AMOUNT AUTHORIZED \$ _____

ROAD _____

DATE OF REPORT 7/12/21

PREVIOUS EXPENDITURE \$ _____

TODAY \$ _____

TO DATE \$ _____

DESCRIPTION OF WORK

Chop concrete from existing D.F. cut steel to accept
12" Pipe. Add 13' of trench & pile (35'-48')
Red Backfilling under slab.

#	DESCRIPTION	HOURLY RATE	HOURS	EXTENDED AMOUNTS
LABOR				
	James Stein Operator		4	
	Ricardo Gonzales Checker		4	
	Citus Larsen SPT		4	
SUB-TOTAL				
ADDED PERCENTAGE - (SEE SPECIAL PROVISIONS)				
SUSTINENCE _____ NO _____ @ \$ _____				
TRAVEL EXPENSE _____ NO _____ @ \$ _____				
OTHER _____				
TOTAL COST OF LABOR				A
EQUIPMENT				
	CASE 580 SN		4	
	AIR COMPRESSOR		4	
	Jack Hammer		4	
	Chop Saw		4	
	.5 T PIV		4	
	.5 T PIV		4	
MATERIALS AND/OR WORK DONE BY OTHER THAN CONTRACTOR'S FORCES				
	H/DTE Spun Down Pile 1 Length			\$455.80
TOTAL COST OF EQUIPMENT AND MATERIALS				B

The above record is complete and correct

+ 33% ON LABOR COST

(A)

+ 15% ON EQUIPMENT AND MATERIALS COST

(B)

Contractor's Representative _____

FOR OFFICE USE ONLY

TOTAL THIS REPORT

PD ON EST NO _____

CHECKED BY _____

Resident Engineer _____

07/18/2021

13:28

1

Project & Job#:
Date of Letting:

CONTRACT TOTAL BID ==> 2,516.69

Quote To:

Bidder's Name:
Bidder's Address:

ITEMS OF WORK	UNIT	QUANTITY	UNIT PRICE	AMOUNT
extra work	LS	1.00	2,516.69	2,516.69
Bid Total ==>				2,516.69

DIRECT COST REPORT

Activity Resource	Desc	Quantity Pcs	Unit Unit	Unit Cost	Perm Labor	Constr Materi	Equip Matl/Ex	Sub- MentContra	Total
----------------------	------	-----------------	--------------	--------------	---------------	------------------	------------------	--------------------	-------

BID ITEM = 1

Description = extra work

Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

1	extra work	Quan: 1.00	LS	Hrs/Shft: 8.00	WC	NONE	
3HDPE	addl. hdpe pipe	1.00	LS	455.800		456	456
3JACK HAM	outside rent	1.00	LS	200.000		200	200
3MISC TOOL	misc power tools	4.00	HR	25.000		100	100
8B416B	CASE 580 N Backhoe	4.00	HR	58.810		235	235
8T.5TPU	1/2 ton pickup	8.00	HR	17.000		136	136
8TLRCOMP	200 Cfm Trailer Com	4.00	HR	10.250		41	41
LAFOR	Const. Specialist	4.00	MH	32.620	253		253
OA1EX3	Op Excavator <31/2c	4.00	MH	48.370	338		338
UUPROJENG	Project Engineer	4.00	MH	42.500	204		204
\$1,963.02	12.0000 MH/LS	12.00	MH	[493.96]	795	756	1,963
	0.0833 Unit/M			794.98		412.24	1,963.02

> Item Totals: 1 - extra work							
\$1,963.02	12.0000 MH/LS	12.00	MH	[493.96]	795	756	1,963
1,963.020	1 LS			794.98		412.24	1,963.02

\$1,963.02	*** Report Totals ***	12.00	MH	795	756	412	1,963
-------------------	------------------------------	-------	----	-----	-----	-----	--------------

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: fritz winery Engineering Firm: atterbury and assoc

Estimator-In-Charge:

JOB NOTES

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Source used: C:\HEAVYBID\MASTER.zip (a backup) from 07/11/2005 4:02:42 PM

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DIRECT COST REPORT

Activity Resource	Desc	Quantity Pcs	Unit Unit	Unit Cost	Perm Labor	Constr Materi	Equip Matl/Ex	Sub- Ment	Contrac	Total
----------------------	------	-----------------	--------------	--------------	---------------	------------------	------------------	--------------	---------	-------

BID ITEM = 1

Description = extra work

Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

-----Calendar Codes-----

Calendars are found in crew and labor codes and have the format XXXdY where
XXX = The Calendar and Y = The Starting Day of the Week with Day 1 = Monday, etc.

40 standard calendar

HAYWARD CA
 Branch - 278
 3486 Investment Blvd
 CA 94545
 Hayward
 PHONE # 510 244 5858

248577
 07/07/2021 01:26 PM PAGE 1



CASH TICKET P196600

PREPARED BY:
 FILLED BY:
 CHECKED BY:
 REVIEWED BY:
 ENTERED BY: KEVIN MOLINA - 278

CASH SALE
 278 - HAYWARD CA
 3486 INVESTMENT BLVD STE A
 HAYWARD CA 94545-3811

CASH SALE
 LIVE OAK AVE & CLUBHOUSE DR.
 CHRIS (707) 481-2020
 CA
 UKIAH
 95482

SPECIAL INSTRUCTIONS/COMMENTS:
 CONTACT CHRIS: (707) 481-2020

BRANCH NO.	DATE ORDERED	DATE SHIPPED	PURCHASE ORDER NO.	JOB NAME	JOB NUMBER	DELIVERY METHOD		BILL OF LADING NO.	SHIPPED VIA	SALESMAN
278	7/06/21	7/8/21	PZ2S			OUR TRUCK	CUSTOMER PICK UP			
			PZ2S							
PRODUCT CODE	DESCRIPTION	QTY ORDERED	QTY SHIPPED	BACK ORDERED	UNIT PRICE	PER	AMOUNT			
1312ADWAVW20	12 N12 M294V WTIB SOLID 20' DUAL WALL 12650020IBV *REF	60	60			FT				
E15 01 A	WEIGHT: 3.3000 lb 1 QUART TYTON LUBRICANT lb WEIGHT: 1.5000 TOTAL WEIGHT: 199.50	1	1			EA				
MERCHANDISE SUBTOTAL	TAX	TAX AMOUNT	FREIGHT	DELIVERY	HANDLING	RESTOCKING	MISCELLANEOUS	TOTAL SALE		

END OF ORDER

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit <http://tandc.coreandmain.com/>.



RECEIVED BY
 SIGNATURE:
 PRINT NAME
 HERE:

Core & Main
3486 Investment Blvd.
Hayward, CA 94545
510-244-5858

07/07/2021, 1:27:52 PM

Merchant ID:

4445035948181

Terminal ID:

1

Last Four:

0058

Type Of Card:

Visa

Entry:

Keyed

Transaction ID:

1854320053

Approval Code:

18376G

Transaction**Job Name****Customer PO****Amount Paid**

P196600

PZ2S

PZ2S

\$1,367.53

Total Sale Amount:

\$1,367.53

APPROVED - THANK YOU

-IMPORTANT-

Please retain this copy for your records

22.79 PLF

08/08/2021

12:00

1

Project & Job#:

Date of Letting:

CONTRACT TOTAL BID $\Longrightarrow$ 2,758.68

Quote To:

Bidder's Name:

Bidder's Address:

ITEMS OF WORK	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	LS	1.00	2,758.68	2,758.68
Bid Total $\Longrightarrow$				<u>2,758.68</u>

DIRECT COST REPORT

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Materi	Equip Matl/Ex	Sub- MentContra	Total
----------------------	------	-----------------	------	--------------	---------------	------------------	------------------	--------------------	-------

BID ITEM = 1

Description = Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

1		Quan: 1.00	LS	Hrs/Shft: 8.00	WCNONE	
8B416B	CASE 580N Backhoe	6.00	HR	55.010	330	330
8T.5TPU	1/2 ton pickup	12.00	HR	17.000	204	204
LAGEN	Laborer General Grp	12.00	MH	36.100	840	840
OA1EX3	Op Excavator <31/2c	6.00	MH	48.410	538	538
UUPROJENG	Project Engineer	6.00	MH	42.500	329	329
\$2,241.43	24.0000 MH/LS	24.00	MH	[978.66]	1,707	2,241
		0.0417	Unit/M	1,707.37	534.06	2,241.43
====> Item Totals: 1 -						
\$2,241.43	24.0000 MH/LS	24.00	MH	[978.66]	1,707	2,241
2,241.430	1 LS			1,707.37	534.06	2,241.43

\$2,241.43	*** Report Totals ***	24.00 MH	1,707	534	2,241
------------	-----------------------	----------	-------	-----	-------

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: fritz winery Engineering Firm: atterburry and assoc
Estimator-In-Charge:

JOB NOTES

Estimate created on: 12/21/2004 by User#: 0 -
Source estimate used: A:\FRITZ

*****Estimate created on: 07/11/2005 by User#: 0 -
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*****Estimate created on: 08/03/2021 by User#: 0 -
Source estimate used: C:\HEAVYBID\EST\MASTER

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XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

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XXX = The Calendar and Y = The Starting Day of the Week with Day 1 = Monday, etc.

40 standard calendar

PROJECT NO. UKIAH PZ25

PROJECT NO. VERMAY 1602

ROAD _____

DATE PERFORMED 4/2/81

DATE OF REPORT 1/10/21

C C O. NO. _____ REPORT NO. _____

AMOUNT AUTHORIZED \$ _____

PREVIOUS EXPENDITURE \$ _____

TODAY \$ _____

TO DATE \$ _____

DESCRIPTION OF WORK

Port hole expose unknown connection (6"x6") 0.75' up PZ2
Road. (possible PZ1 X TIE)

#		HOURLY RATE	HOURS	EXTENDED AMOUNTS
LABOR				
	JAMES SPAIN OPERATOR		5	
	CHRIS METRO LABORER Packer		5	
	DANIEL GARCIA LABORER		5	
		SUB-TOTAL		
ADDED PERCENTAGE - ISEE SPECIAL PROVISIONS:				
SUBSISTENCE	NO @ \$			
TRAVEL EXPENSE	NO @ \$			
OTHER				
		TOTAL COST OF LABOR :	A	
EQUIPMENT				
	CAR 580 SN		5	
	- 5 T PU		5	
	- 5 T PU		5	
MATERIALS AND/OR WORK DONE BY OTHER THAN CONTRACTOR'S FORCES				
		TOTAL COST OF EQUIPMENT AND MATERIALS	B	
The above record is complete and correct		+ 33% ON LABOR COST	(A)	
		+ 15% ON EQUIPMENT AND MATERIALS COST	(B)	
Contractor's Representative _____		FOR OFFICE USE ONLY	TOTAL THIS REPORT	

The above record is complete and correct

+ 33% ON LABOR COST

+ 15% ON EQUIPMENT AND MATERIALS COST

Contractor's Representative

Resident Engineer

FOR OFFICE USE ONLY

PD ON EST NO _____

CHECKED BY: _____

TOTAL THIS REPORT

08/08/2021

12:02

1

Project & Job#:

Date of Letting:

CONTRACT TOTAL BID $\Longrightarrow$ 2,298.90

Quote To:

Bidder's Name:

Bidder's Address:

ITEMS OF WORK	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	LS	1.00	2,298.90	2,298.90
Bid Total $\Longrightarrow$				<u>2,298.90</u>

DIRECT COST REPORT

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Materi	Equip Matl/Ex	Sub- Ment	Constr Contrac	Total
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BID ITEM = 1

Description =

Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

1	Quan: 1.00 LS	Hrs/Shft: 8.00	WCNONE
8B416B CASE 580N Backhoe	5.00 HR	55.010	275 275
8T.5TPU 1/2 ton pickup	10.00 HR	17.000	170 170
LAGEN Laborer General Grp	10.00 MH	36.100	700 700
OA1EX3 Op Excavator <31/2c	5.00 MH	48.410	449 449
UUPROJENG Project Engineer	5.00 MH	42.500	274 274
\$1,867.86 20.0000 MH/LS	20.00 MH	[815.55]	1,423 445 1,868
	0.0500 Unit/M		1,422.81 445.05 1,867.86

>>> Item Totals: 1 -			
\$1,867.86 20.0000 MH/LS	20.00 MH	[815.55]	1,423 445 1,868
1,867.860 1 LS			1,422.81 445.05 1,867.86

\$1,867.86	*** Report Totals ***	20.00 MH	1,423	445	1,868
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>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: fritz winery Engineering Firm: atterburry and assoc
Estimator-In-Charge:

JOB NOTES

Estimate created on: 12/21/2004 by User#: 0 -
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40 standard calendar

DAILY EXTRA WORK REPORT

PROJECT NO VIKIAN P225

ROAD _____

DATE PERFORMED 7/22/21
DATE OF REPORT 7/22/21

C.C.O. NO. _____ REPORT NO. _____
AMOUNT AUTHORIZED \$ _____
PREVIOUS EXPENDITURE \$ _____
TODAY \$ _____
TO DATE \$ _____

DESCRIPTION OF WORK INSTALL TEE, 11" ETL, GATE VALVE and RESTRAINT FITTINGS
FOR P21 CROSS TIE.

#	DESCRIPTION	HOURLY RATE	HOURS	EXTENDED AMOUNTS
LABOR				
	JAMES SPAIN OPERATOR		6	
	CHRIS MERTON LABORER FINISH		6	
	JAKE MERTON LABORER FINISH		6	
	CHRIS GARNER SUPT		6	
SUB-TOTAL				
ADDED PERCENTAGE (SEE SPECIAL PROVISIONS)				
SUBSISTENCE _____ NO @ \$ _____				
TRAVEL EXPENSE _____ NO @ \$ _____				
OTHER _____				
TOTAL COST OF LABOR				A
EQUIPMENT				
	CASE 580 SN BACK HAE		6	
	1.5 TON PICK UP		6	
	1.5 TON PICK UP		6	
	MISC TOOLS		6	
TOTAL COST OF EQUIPMENT AND MATERIALS				B
MATERIALS AND/OR WORK DONE BY OTHER THAN CONTRACTOR'S FORCES				
<u>6" TEE, 10" ETL, GATE VALVE, MEGA 1465. Recd. 7/22 Free supply</u>				

The above record is complete and correct

+ 33% ON LABOR COST

+ 15% ON EQUIPMENT AND MATERIALS COST

Contractor's Representative _____

Resident Engineer _____

FOR OFFICE USE ONLY

PD ON EST NO _____

CHECKED BY _____

TOTAL THIS REPORT

08/08/2021

12:19

1

Project & Job#:

Date of Letting:

CONTRACT TOTAL BID $\Rightarrow$ 5,051.61

Quote To:

Bidder's Name:

Bidder's Address:

ITEMS OF WORK	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	LS	1.00	5,051.61	5,051.61
Bid Total $\Rightarrow$				5,051.61

DIRECT COST REPORT

Activity Resource	Desc	Quantity Pcs	Unit Unit	Unit Cost	Perm Labor	Constr Materi	Equip Matl/Ex	Sub- MentContrac	Total
----------------------	------	-----------------	--------------	--------------	---------------	------------------	------------------	---------------------	-------

BID ITEM = 1

Description = Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

1		Quan: 1.00	LS	Hrs/Shift: 8.00	WCNONE	
3 IRON FITTI	Iron fittings pace supp	1.00	LS	1,965.000	1,965	1,965
8B416B	CASE 580N Backhoe	6.00	HR	55.010	330	330
8T.5TPU	1/2 ton pickup	6.00	HR	17.000	102	102
LAGEN	Laborer General Grp	12.00	MH	36.100	840	840
OA1EX3	Op Excavator <31/2c	6.00	MH	48.410	538	538
UUPROJENG	Project Engineer	6.00	MH	42.500	329	329
\$4,104.43	24.0000 MH/LS	24.00	MH	[978.66]	1,707	1,965 432
	0.0417 Unit/M			1,707.37	1,965.00	432.06 4,104.43

====> Item Totals: 1 -

\$4,104.43	24.0000 MH/LS	24.00	MH	[978.66]	1,707	1,965 432	4,104
4,104.430	1 LS			1,707.37	1,965.00	432.06	4,104.43

\$4,104.43	*** Report Totals ***	24.00	MH	1,707	1,965	432	4,104
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>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: fritz winery Engineering Firm: atterburry and assoc
Estimator-In-Charge:

JOB NOTES

Estimate created on: 12/21/2004 by User#: 0 -
Source estimate used: A:\FRITZ

*****Estimate created on: 07/11/2005 by User#: 0 -
Source used: C:\HEAVYBID\MASTER.zip (a backup) from 07/11/2005 4:02:42 PM

*****Estimate created on: 08/03/2021 by User#: 0 -
Source estimate used: C:\HEAVYBID\EST\MASTER

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where
XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

Calendars are found in crew and labor codes and have the format XXXdY where
XXX = The Calendar and Y = The Starting Day of the Week with Day 1 = Monday, etc.

DIRECT COST REPORT

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	
Resource		Pcs	Unit	Cost	Labor	Materi	Matl/Ex	Ment	Contrac
									Total

BID ITEM = 1									
Description =			Unit =	LS	Takeoff Quan:	1.000	Engr Quan:	1.000	
40	standard calendar								

PAGE Supply Corp
P.O. Box 6407
Rohnert Park, CA 94927-6407

PAGE supply

INVOICE

INVOICE DATE 07/23/21	INVOICE # 027026558	PAGE 1 of 2
DATE SHIPPED 07/23/21	CUSTOMER # 02170-01	

Branch Contact: 707-462-8707 FAX: 707-463-0943
Accounting & Credit: 855-306-5689

SHIP TO

C V LARSEN / PZ2S TANK REPLACEMENT
** JOB # 2021-087 **
1846 LUDWIG AVENUE
SANTA ROSA, CA 95407

C V LARSEN / PZ2S TANK REPLACEMENT
599 PARK BOULEVARD
UKIAH, CA 95482

CUSTOMER PURCHASE ORDER 2021-087	JOB NAME PIPELINE	SHIPPED VIA OUR TRUCK	TERMS 2%10TH NET 25TH	TAXABLE ITEMS		
PART/DESCRIPTION	ORDER	SHIP	LIST	MULT	EXTENSION	
WBLB96 6 BOLT SET PLTD (8) 3/4 X 3 1/4	20	20	9.00	NET	180.00	Y
DCFTUFGRIP6 6 RET DUAL WEDGE ACC PVC/DI/HDPE <i>make up \$55 ea</i>	8	8	131.37	0.4186	440.00	Y
FORFB17004NL 1 MIP X FIP LF BRS CORP BALL STOP FORD	1	1	106.00	0.6132	65.00	Y
FORS91604 6 PVC X 1 IP BRS HINGED SADDLE F/ C900 FORD	1	1	90.93	0.6048	55.00	Y
DCFFLGTYTE6 6 FLG-TYTE GASKET RING SBR	20	20	11.73	0.9377	220.00	Y
DCFTFLG6 6 FLG TEE AC CL <i>on the way ok</i>	2	2	550.00	0.5000	275.00	Y
DCF45FLG6 6 FLG 45 ELL AC CL	2	2	334.00	0.5089	340.00	Y
DCF2242MJ6 6 MJ 22 1/2 ELL AC CL	4	4	159.00	0.5031	320.00	Y
MUEFF6 6 FLG X FLG A-2381 GATE VALVE MUELLER <i>hurry on replacement</i>	2	2	1550.68	0.3998	1240.00	Y
DCFFLGTAPT82 6"2 IPS TAPPED FLG CAST IRON AC <i>ok</i>	3	3	223.00	0.5158	345.00	Y

***** CONTINUED ON THE NEXT PAGE *****

\$1,965.00
+ tax

DAILY EXTRA WORK REPORT

PROJECT NO. _____

C.C.O. NO. _____ REPORT NO. _____

ROAD VIKIAN P225

DATE PERFORMED 6/30/91
DATE OF REPORT 6/30/91

AMOUNT AUTHORIZED \$ _____
PREVIOUS EXPENDITURE \$ _____
TODAY \$ _____
TO DATE \$ _____

DESCRIPTION OF WORK INSTALL ADDITIONAL 6" VALVE AT BOTTOM SECTION
OF NEW PIPING AS DIRECTED.

#	DESCRIPTION	HOURLY RATE	HOURS	EXTENDED AMOUNTS
LABOR				
	JAMES SPAIN OPERATOR		2	
	CHRIS METRO LABORER		4	
	JAKE PASTON LABORER		4	
	CHRIS LARSEN SUPT.		2	
SUB-TOTAL				
ADDED PERCENTAGE - (SEE SPECIAL PROVISIONS)				
SUBSISTENCE _____ NO _____ @ \$ _____				
TRAVEL EXPENSE _____ NO _____ @ \$ _____				
OTHER _____				
TOTAL COST OF LABOR				A
EQUIPMENT				
	CASE 580 SN		2	
	.5 TON PICK UP		4	
MATERIALS AND/OR WORK DONE BY OTHER THAN CONTRACTOR'S FORCES				
	6" GATE VALVE, 2" x 1/2" F16 ADAPTERS, GASKETS, BOLT KITS, ETC.			
	(INC. ON 7/22/91 WORK REPORT)			
TOTAL COST OF EQUIPMENT AND MATERIALS				B
The above record is complete and correct				(A)
+ 33% ON LABOR COST				(B)
+ 15% ON EQUIPMENT AND MATERIALS COST				
Contractor's Representative _____ Resident Engineer _____ FOR OFFICE USE ONLY PD OR EST NO. _____ CHECKED BY _____ TOTAL THIS REPORT				

08/08/2021

12:28

1

Project & Job#:

Date of Letting:

CONTRACT TOTAL BID $\Rightarrow$ 1,466.65

Quote To:

Bidder's Name:

Bidder's Address:

ITEMS OF WORK	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	LS	1.00	1,466.65	1,466.65
Bid Total $\Rightarrow$				<u>1,466.65</u>

DIRECT COST REPORT

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Materi	Equip Matl/Ex	Sub- MentContra	Total
----------------------	------	-----------------	------	--------------	---------------	------------------	------------------	--------------------	-------

BID ITEM = 1

Description =

Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

1		Quan: 1.00 LS Hrs/Shift: 8.00		WCNONE	
8B416B	CASE 580N Backhoe	2.00	HR	55.010	110
8T.5TPU	1/2 ton pickup	4.00	HR	17.000	68
LAGEN	Laborer General Grp	8.00	MH	36.100	560
OA1EX3	Op Excavator <31/2c	2.00	MH	48.410	179
UUPROJENG	Project Engineer	5.00	MH	42.500	274
\$1,191.66	15.0000 MH/LS	15.00	MH	[598.12]	1,014
		0.0667	Unit/M	1,013.64	178
					1,191.66

====> Item Totals: 1 -

\$1,191.66	15.0000 MH/LS	15.00	MH	[598.12]	1,014	178	1,192
1,191.660	1 LS			1,013.64	178.02		1,191.66

\$1,191.66	*** Report Totals ***	15.00	MH	1,014	178	1,192
------------	-----------------------	-------	----	-------	-----	-------

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: fritz winery Engineering Firm: atterburry and assoc
Estimator-In-Charge:

JOB NOTES

Estimate created on: 12/21/2004 by User#: 0 -
Source estimate used: A:\FRITZ

*****Estimate created on: 07/11/2005 by User#: 0 -
Source used: C:\HEAVYBID\MASTER.zip (a backup) from 07/11/2005 4:02:42 PM

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[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where
XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

Calendars are found in crew and labor codes and have the format XXXdY where
XXX = The Calendar and Y = The Starting Day of the Week with Day 1 = Monday, etc.

40 standard calendar

PACE Supply Corp
P.O. Box 6407
Rohnert Park, CA 94927-6407

PACE supply

INVOICE

INVOICE DATE 07/23/21	INVOICE # 027026558	PAGE 1 of 2
DATE SHIPPED 07/23/21	CUSTOMER # 02170-01	

Branch Contact: 707-462-8707 FAX: 707-463-0943
Accounting & Credit: 855-306-5689

SHIP TO

C V LARSEN / PZ2S TANK REPLACEMENT
** JOB # 2021-087 **
1846 LUDWIG AVENUE
SANTA ROSA, CA 95407

C V LARSEN / PZ2S TANK REPLACEMENT
599 PARK BOULEVARD
UKIAH, CA 95482

CUSTOMER PURCHASE ORDER 2021-087	JOB NAME PIPELINE	SHIPPED VIA OUR TRUCK	TERMS 2%10TH NET 25TH	TAXABLE ITEMS		
PART/DESCRIPTION	ORDER	SHIP	LIST	MULT	EXTENSION	
WBL886 6 BOLT SET PLTD (8) 3/4 X 3 1/4	20	20	9.00	NET	180.00	Y
DCFTUFGRIP6 6 RET DUAL WEDGE ACC PVC/DI/HDPE <i>Material \$55 ea</i>	8	8	131.37	0.4186	440.00	Y
FORFB17004NL 1 MIP X FIP LF BRS CORP BALL STOP FORD	1	1	106.00	0.6132	65.00	Y
FORS91804 6 PVC X 1 IP BRS HINGED SADDLE F/ C900 FORD	1	1	90.93	0.6048	55.00	Y
DCFFLGTYTE6 6 FLG-TYTE GASKET RING SBR	20	20	11.73	0.9377	220.00	Y
DCFTFLG6 6 FLG TEE AC CL <i>on hand ok</i>	2	2	550.00	0.5000	275.00	Y
DCF45FLG6 6 FLG 45 ELL AC CL	2	2	334.00	0.5089	340.00	Y
DCF2212MJ6 6 M 22 1/2 ELL AC CL <i>NO</i>	4	4	159.00	0.5031	320.00	Y
MUEFF6 6 FLG X FLG A-2361 GATE VALVE MUELLER <i>have on hand ok</i>	2	2	1550.68	0.3998	1240.00	Y
DCFFLGTAPT62 6"2 IPS TAPPED FLG CAST IRON AC <i>on hand</i>	3	3	223.00	0.5156	345.00	Y

***** CONTINUED ON THE NEXT PAGE *****

\$1,965.00

+ Tax

PROJECT NO P223

PROJECT NO 1220

ROAD

DATE PERFORMED 7/21/21

DATE OF REPORT 1/21/21

CCO NO. _____ REPORT NO. _____

AMOUNT AUTHORIZED \$_____

PREVIOUS EXPENDITURE \$ _____

TODAY \$_____

TO DATE \$ _____

DESCRIPTION OF WORK.

Bottom irrigation the in, locate lines, sketch plan
ORDER MATERIALS, MEET WITH CITY (possibly exposed)

The above record is complete and correct

+ 33% ON LABOR COST

+ 15% ON EQUIPMENT AND MATERIALS COST

Contractor's Representative

Resident Engineer

FOR OFFICE USE ONLY

PD ON EST NO _____

CHECKED BY _____

TOTAL THIS REPORT

PROJECT NO UK-ah PZLS

ROAD

DATE PERFORMED 1/21/24
DATE OF REPORT 7/27/24

DATE OF REPORT 1/21/64

C C O. NO. _____ REPORT NO. _____

AMOUNT AUTHORIZED \$ _____

PREVIOUS EXPENDITURE \$ _____

TODAY \$ _____

TO DATE \$ _____

AMOUNT AUTHORIZED \$ _____

PREVIOUS EXPENDITURE \$ _____

TODAY \$ _____

TO DATE 5 _____

DESCRIPTION OF WORK.

MEETINGS TO REVIEW PORTFOLIOS + PLAN REVISIONS

TO WATERLINE (Bottom of Pipeline AT CROSS TIES & IRRIGATION SERVICE)

The above record is complete and correct	+ 33% ON LABOR COST	(A)	
	+ 15% ON EQUIPMENT AND MATERIALS COST	(B)	
Contractor's Representative	FOR OFFICE USE ONLY	TOTAL THIS REPORT	

+ 33% ON LABOR COST

+ 15% ON EQUIPMENT AND MATERIALS COST

Contractor's Representative

Resident Engineer

FOR OFFICE USE ONLY

PD QUEST NO _____

CHECKED BY: _____

TOTAL THIS REPORT

**CITY OF UKIAH
CONTRACT CHANGE ORDER**

ORDER NO. 07

DATE: August 11, 2021

Contract for: Pressure Zone 2 South (PZ2S) Water Reservoir Replacement Project,
Specification No. 20-02; Contract #2021-087

Owner: City of Ukiah, 300 Seminary Avenue, Ukiah, California, 95482-5400

To: C.V Larsen Co., 1846 Ludwig Avenue, Santa Rosa, CA 95407-6413

You are hereby directed to make the herein described changes from the contract plans and specifications or do the following described work not included in the contract plans and specifications:

Change requested by: City Engineer

Description of Changes - Itemized Breakdown	ESTIMATED DECREASE To Contract Amount	ESTIMATED INCREASE To Contract Amount
<i>Project Baseline Schedule:</i> Notice to Proceed (August 27, 2020), Article 1 of the Agreement states the contractor shall complete the work no later than March 4, 2021. Due to project design and construction revisions, equipment and material lead times, the construction schedule of the project requires postponement of a construction completion date for the crew to perform all actual work required. City approved and directed Change Order 1-5 added a total of 130 of mixed calendar and working days, extending the project end date to August 24, 2021. The delivery and the installation of the tank is scheduled to begin August 16, 2021. The Contractor and the Engineering staff propose an additional 30 working days to complete the project on or before October 5, 2021. The City project team agrees and approves.		\$0.00
ESTIMATED NET CHANGE IN CONTRACT PRICE		\$0.00

The amount of the Contract will be (~~decreased~~/~~increased~~/unchanged) by the estimated sum of: \$0.00

The contract total including this and previous Change Orders will be: \$775,951.07

The contract period provided for completion will be (~~increased~~/~~decreased~~/unchanged): 30 Working Days

This change order constitutes full and complete compensation for all labor equipment, materials, overhead, profit, any and all indirect costs, and time adjustments required to perform the above described change.

Recommended By:


Jason Benson, City of Ukiah

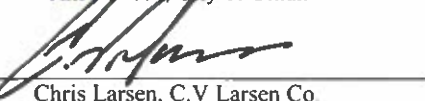
11 AUG 2021
Date

Approved By:


Tim Eriksen, City of Ukiah

11 Aug 2021
Date

Accepted:


Chris Larsen, C.V Larsen Co.

11 AUG 2021
Date

This information will be issued as a record of any changes to the original construction contract.

**CITY OF UKIAH
CONTRACT CHANGE ORDER**

ORDER NO. 08

DATE: October 04, 2021

Contract for: Pressure Zone 2 South (PZ2S) Water Reservoir Replacement Project,

Specification No. 20-02; Contract #2021-087

Owner: City of Ukiah, 300 Seminary Avenue, Ukiah, California, 95482-5400

To: C.V Larsen Co., 1846 Ludwig Avenue, Santa Rosa, CA 95407-6413

You are hereby directed to make the herein described changes from the contract plans and specifications or do the following described work not included in the contract plans and specifications:

Change requested by: City Engineer

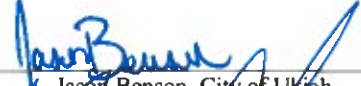
Description of Changes - Itemized Breakdown	ESTIMATED DECREASE To Contract Amount	ESTIMATED INCREASE To Contract Amount
<i>Project Baseline Schedule:</i> Notice to Proceed (August 27, 2020), Article 1 of the Agreement states the contractor shall complete the work no later than March 4, 2021. City approved and directed Change Order 1-5 added a total of 130 of mixed calendar and working days, extending the project end date to August 24, 2021. Change Order 7 was executed on August 11, 2021 to extend the contract schedule by 30 working days and to complete by October 5, 2021. Due to project construction revisions caused by subcontractor agreements and material lead times, the construction schedule of the project requires postponement of a construction completion date for the crew to perform all actual work required. The Contractor and the Engineering staff propose an additional 36 working days to complete the project on or before November 30, 2021. The City project team agrees and approves.		\$0.00
ESTIMATED NET CHANGE IN CONTRACT PRICE		\$0.00

The amount of the Contract will be (~~decreased~~/~~increased~~/unchanged) by the estimated sum of: \$0.00

The contract total including this and previous Change Orders will be: \$1,206,724.09

The contract period provided for completion will be (~~increased~~/~~decreased~~/unchanged): 36 Working Days

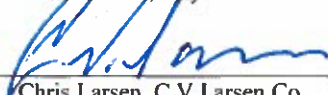
This change order constitutes full and complete compensation for all labor equipment, materials, overhead, profit, any and all indirect costs, and time adjustments required to perform the above described change.

Recommended By: 
Jason Benson, City of Ukiah

04 OCT. 2021
Date

Approved By: 
Tim Epksen, City of Ukiah

10/4/21
Date

Accepted: 
Chris Larsen, C.V Larsen Co.

10/4/21
Date

This information will be issued as a record of any changes to the original construction contract.

**CITY OF UKIAH
CONTRACT CHANGE ORDER**

ORDER NO. 10

DATE: November 29, 2021

Contract for: Pressure Zone 2 South (PZ2S) Water Reservoir Replacement Project,

Specification No. 20-02; Contract #2021-087

Owner: City of Ukiah, 300 Seminary Avenue, Ukiah, California, 95482-5400

To: C.V Larsen Co., 1846 Ludwig Avenue, Santa Rosa, CA 95407-6413

You are hereby directed to make the herein described changes from the contract plans and specifications or do the following described work not included in the contract plans and specifications:

Change requested by: City Engineer

Description of Changes - Itemized Breakdown	ESTIMATED DECREASE To Contract Amount	ESTIMATED INCREASE To Contract Amount
<i>Project Baseline Schedule:</i> Notice to Proceed (August 27, 2020), Article 1 of the Agreement states the contractor shall complete the work no later than March 4, 2021. City approved and directed Change Order 1-5 added a total of 130 of mixed calendar and working days, extending the project end date to August 24, 2021. Change Order 8 was executed on October 5, 2021 to extend the contract schedule working days and to complete by November 30, 2021. Due to project construction revisions caused by subcontractor agreements and material lead times, the construction schedule of the project requires postponement of a construction completion date for the crew to perform all actual work required. The Contractor and the Engineering staff propose an additional 13 working days to complete the project on or before December 17, 2021. The City project team agrees and approves.		\$0.00
ESTIMATED NET CHANGE IN CONTRACT PRICE		\$0.00

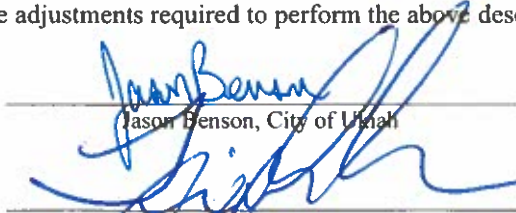
The amount of the Contract will be (decreased/increased/unchanged) by the estimated sum of: \$0.00

The contract total including this and previous Change Orders will be: \$1,206,724.09

The contract period provided for completion will be (increased/decreased/unchanged): 13 Working Days

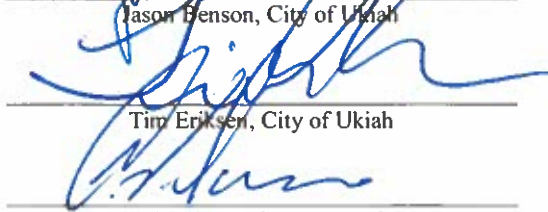
This change order constitutes full and complete compensation for all labor equipment, materials, overhead, profit, any and all indirect costs, and time adjustments required to perform the above described change.

Recommended By:


Jason Benson, City of Ukiah

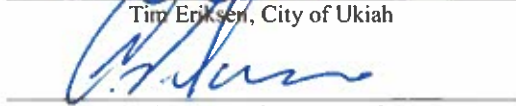
29 Nov. 2021
Date

Approved By:


Tim Eriksen, City of Ukiah

11/29/21
Date

Accepted:


Chris Larsen, C.V Larsen Co.

11/29/21
Date

This information will be issued as a record of any changes to the original construction contract.



AGENDA SUMMARY REPORT

SUBJECT: Review and Consider the Fiscal Year 2022-23 Budget Development Schedule.

DEPARTMENT: Finance

PREPARED BY: Dan Buffalo, Finance Director, Mary Horger,
Financial Services Manager, Olga Keough,
Controller, Brenda Stacy, Associate Accountant
PRESENTER: Dan Buffalo, Finance Director; Olga Keough,
Finance Controller; and Mary Horger, Financial
Services Manager.

ATTACHMENTS:

1. Budget Schedule 22-23

Summary: The Council will receive and consider the City's operating and capital budget development and adoption schedule for the 2022-23 fiscal year.

Note: This schedule is flexible and currently in draft. It may be revised as necessary. Councilmembers should review and hold dates/times on their calendar. Councilmembers should also report any potential conflicts to Dan Buffalo, Director of Finance.

Background: California law requires that an annually-approved appropriation plan be considered for all local governmental entities. Most produce a budget to satisfy that requirement. The City of Ukiah will be implementing a new budget document for the 2022-23 fiscal year built on best practices, focused on clarity, and presented at the highest level of quality per the guidelines of the Government Finance Officers Association.

Discussion: A sound, well-managed budget for a governmental entity is a living document. It is subject to regular review and amendment, is clear and understandable, is scrutinized frequently, and its development thoughtfully planned and executed. The City of Ukiah's 2022-23 budget will exhibit these characteristics, starting with planning. The attached schedule (Attachment #1) outlines the development process, key dates, and milestones. The following are those of note:

February 2, 2022: Finance reports City-wide operating results through mid-year; review and discussion of capital and special projects; Council will have an opportunity to consider its strategic plan for the coming year. (Special Council meeting starting at 4:00 p.m.).

March 2, 2022: City Council will hold the first special meeting beginning at 4:00 p.m. to receive an update on Objectives and Accomplishments from the City Manager's Office, Human Resources, Community Development and Electric departments. Individual departments are scheduled on proceeding Wednesdays at 4:00 p.m. on the following dates March 16 and April 6.

April 11 - April 22: This is the review period for Finance and the City Manager's Office. This is when individual departmental budgets are aligned at the fund level to ensure requests are supported by available resources and meet the goals and priorities established by management and the City Council.

May 18: City Council will hold a regular meeting beginning at 4:00 p.m. Review and discussion of budget development status and receive review/discuss revised 5-year CIP, including consideration of Council feedback received on February 2.

June 1: Overview presentation of budget proposal and discussion of changes from prior year during a special meeting/workshop beginning at 4 pm.

June 2: This is a special Council meeting beginning at 3 pm to receive department presentations. This is a time for Q&A, taking requests and making revisions. If necessary, June 3 at 3 pm has been scheduled to continue presentations and discussions.

June 15: This is a regular Council meeting beginning at 6 pm to discuss final Q&A and tentative or final adoption. Additional date of June 29 at 6 pm has been scheduled for continuation if necessary to adopt the 2022-23 budget by June 30.

This schedule is flexible and currently in draft. It may be revised as necessary. Knowing this going into the process creates the right frame of mind for everyone involved in developing what will be an end product that will be indelibly beneficial to staff, Council, and the community.

Recommended Action: Receive and consider the City's operating and capital budget development and adoption schedule for the 2022-23 fiscal year.

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

Budget Development Schedule (Working Draft)

Attachment 1

Fiscal Year: 2022-23

Activity	Tasks	Start Date	Completion Date
Budget Schedule Release	Preliminary Budget Schedule released		December 15
Budget Memo released	Budget Memo released	January 10	
Trainings: Scheduled standing appointment/as needed/requested	5-year CIP update - Department Narrative Development - Munis budget entry	January 10	February 25
Department Narrative	21-22 Accomplishments 22-23 Objectives - Department Narrative	January 10	January 28
Personnel Requests	Personnel changes and requests due to HR	January 10	January 28
CIP Development	Departments to begin developing updates to the 5-year CIP	February 2	February 28
Department initiation - UVFA - UVSD	- Schedule budget meetings with Departments - Distribute budget workbooks - Begin budget planning - Start drafting MOU's with UVSD for Capital Projects	February 2	February 28
City Council: Mid-year Review 5-Year CIP review (Workshop)	- Finance reports City-wide operating results through mid-year - CIP - Request of Council for CIP for coming year - Council strategic planning	February 2 4:00 pm	
Budget training – Munis Central Budget (Virtual) By appointment/as needed/requested	Munis module will be open for entry	March 1	March 28
Department Budget entry	- Revenue estimates and budget allocations provided to departments - General Fund Munis open for budget entry - Any remaining updates to Accomplishments/Objectives	March 1	March 28
City Council update on Objectives and Accomplishments (Workshop)	- City Manager's Office - Human Resources - Community Development - Electric Utility Department	March 2 4:00 pm	

Activity	Tasks	Start Date	Completion Date
City Council update on Objectives and Accomplishments (Workshop)	- Public Works - Water Resources - Airport	March 16 4:00 pm	
City Manager and Finance review of budget requests	- Review appropriation requests - Meet with Finance for discussion/analysis - Finance to conduct preliminary revenue forecasts for all major funds	April 1	April 29
City Council update on Objectives and Accomplishments (Workshop)	- Fire Department - Police Department - Community Services - Finance	April 6 4:00 pm	
Reconciled Budget Meetings with City Manager	First-round budget meetings with Departments and CM/Finance Discussion of appropriation requests - Finalize initial appropriation requests Second-round will be scheduled as needed	April 11	April 22
Draft Budget	- Draft budget to UVSD - UVSD draft budget due to the City - Draft budget to UVFA	April 29	May 30
Finalize Draft Budget Document	- Finalize revenue estimates - Complete special revenue funds and trust/agency funds - Circulate for review/edits	May 2	May 20
Budget Training and Review with Council (Regular City Council Meeting)	- Review/discussion of Budget Development Status - Review/discussion of revised 5-year CIP, including consideration of Council feedback received at February 2nd meeting	May 18 4:00 pm	
Budget Hearing with Council (Workshop)	- Overview presentation of budget proposal - Discussion of changes from prior year - Take questions and requests from Council	June 1 4:00 PM	
Budget Hearing (cont.)- Department presentations (Special City Council Meetings)	- Department presentation - Discussion and Q&A - Take requests and revisions	June 2 3:00 PM	

Activity	Tasks	Start Date	Completion Date
Budget Hearing (cont.) Department presentations, If necessary (Special City Council Meetings)	• Department presentation • Discussion and Q&A • Take requests and revisions	June 3 3:00 pm	
Budget Hearing (cont.) Adoption of either final or tentative (Regular City Council Meeting)	• Final Q&A • Adoption – tentative or final		June 15 6:00 pm
Budget Hearing (cont.) Adoption of either final or tentative (Regular City Council Meeting)	• Final Q&A • Adoption – tentative or final		June 29 6:00 pm



AGENDA SUMMARY REPORT

SUBJECT: Approve a Budget Amendment to the Water Operation and Maintenance Fund, for Possible Expenses in the 2021/2022 Fiscal Year Related to Equipment Maintenance and Repair, using Water Resources Reserve Funds.

DEPARTMENT: Water Resources

PREPARED BY: Seth Strader, Buyer I

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Staff Report from August 18, 2021

Summary: Council will consider approving a budget amendment to the Water Operation and Maintenance Fund for possible expenses in the 2021/2022 Fiscal Year, related to equipment maintenance and repair, using the Water Resources Reserve Funds.

Background: The Variable Frequency Drives (VFDs) at the Water Treatment Plant (WTP) are old and in need of replacement. Recent repairs have been made from used parts as new components are no longer available.

One of the VFDs at the WTP was irreparably damaged from a leak in the roof.

Discussion: Funds for replacement of the WTP VFDs were previously budgeted with the Capital Improvement Projects (CIP), and were to be re-budgeted in the operational fund, but that never happened.

As a result an emergency purchase was authorized and reported to Council in August (Attachment #1) using funds available in the Water Operation and Maintenance Fund.

The Water Operation and Maintenance Fund, which is normally used for small on-going repairs, is now depleted as a result of this purchase.

Staff is requesting a budget amendment in the amount of \$97,255.41 to restore the the Water Operation and Maintenance account. Water Resources Reserve Funds would be used to restore the account.

Recommended Action: Approve a budget amendment to the Water Operation and Maintenance Fund for possible expenses in the 2021/2022 Fiscal Year related to equipment maintenance and repair.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 82027111.56120: \$93,997

PROPOSED BUDGET AMOUNT: 82027111.56120: \$191,253

FINANCING SOURCE: Water Enterprise Reserve Funds

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 47401

COORDINATED WITH: Seth Strader, Buyer II, Michelle Waganet, Water Treatment Plant Supervisor & Dan Buffalo, Director of Finance

Approved: 
Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Report of the Purchase of Variable Frequency Drive (VFD) for the High Service Pump Station at the Water Treatment Plant (WTP) from Industrial Technical Services Inc. of La Miranda CA in the Total Amount of \$97,255.41.

DEPARTMENT: Water Resources

PREPARED BY: Sean White, Water Resources Director

PRESENTER: Consent Calendar

ATTACHMENTS:

1. HSP VFD Bid

Summary: Council will receive a report regarding the purchase of a Variable Frequency Drive (VFD) for the High Service Pump Station at the Water Treatment Plant (WTP) from Industrial Technical Services Inc. of La Miranda CA in the total amount of \$97,255.41.

Background: The Variable Frequency Drives (VFDs) for the High Service Pump Station at the Water Treatment Plant (WTP) are approximately 35 years old. There are two VFDs for this facility to provide redundancy because without these VFDs we are unable to pump water to our storage tanks in the western hills.

Discussion: One of the VFDs at the High Service Pump Station recently failed due to water damage. Because of its age, no replacement parts are available. We are currently operating without redundancy.

Fleet Service received bids from two vendors. Industrial Technical Services Inc. of La Miranda CA in the total amount of \$97,255.41 (Attachment 1) was the only vendor able to offer installation service at this time.

Due to the vulnerability of the system in conjunction with long lead times for the materials, the City Manager authorized the emergency purchase. On July 28, 2021, Purchase Order 47401 was issued in the amount of \$97,255.41.

Recommended Action: Report of the purchase of a Variable Frequency Drive for the High Service Pump Station at the Water Treatment Plant from Industrial Technical Services Inc. of La Miranda CA in the total amount of \$97,255.41.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 82027111.56120: \$97,255.41

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Fund 820

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Purchase Order 47401

COORDINATED WITH: Dave Kirch, Fleet Services

Approved: 
Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Conduct a Public Hearing and Consider Adopting Respective Resolutions Authorizing Lease Revenue Bonds, Series 2022 to Renovate the City Corporation Yard and Construct Improvements to Various City Streets

DEPARTMENT: Finance

PREPARED BY: Dan Buffalo, Finance Director

PRESENTER: Dan Buffalo, Finance Director

ATTACHMENTS:

1. 1a Ukiah City Reso- Lease (1)
2. 1b Ukiah Authority Reso- Issue Bonds
3. Site Lease - Ukiah v3
4. Lease Agreement - Ukiah v3
5. Indenture - Ukiah v3
6. Assignment Agmt - Ukiah v3
7. POS (Ukiah LRBs) 4829-8059-3663 v2
8. Bond Purchase Agreement (Piper Sandler) - Ukiah Lease Revenue Bonds, Ser...

Summary:

The City Council will consider adopting respective resolutions authorizing lease revenue bonds, Series 2022 to renovate the City Corporation Yard and construct improvements to various city streets. Note: The City Council is conducting a special meeting/workshop on December 13, 2021 at 5pm to consider financing strategies and evaluate approaches and scope. The terms and the amounts presented in this report are subject to change. This item has been placed on the agenda to allow Council the ability to consider authorization should it be deemed warranted.

Background: The City has developed a capital financing strategy to take advantage of current municipal financial market rates to engage in and complete certain capital projects at a lower cost than other ordinary alternatives. It intends to issue debt to finance these projects, funded primarily by the general fund, most notably resources derived from Measure Y. Proceeds from the Lease Revenue Bonds, Series 2022 (the "Bonds") will be used to renovate the City's Corporation Yard and construct improvements to various city streets.

The Corporation Yard is the base of operations for the City Fleet and Plant Maintenance Facility, Street Maintenance Crew, Water and Wastewater Maintenance Crew, and Electric Utility Maintenance Crew. The estimated renovation cost is \$15 million.

The streets projects primarily consist of improvements to certain streets, rights-of-way reconstruction, and related underground utility projects, as follows: Dora Street: reconstruct Mill to Grove streets and overlay Upper Luce Avenue to Mill Street; Gobbi Street: reconstruct from Highway 101 to Dora Street; Main Street: reconstruct from Gobbi to Norton streets; Perkins Street: Main Street to Hwy. 101; Dora and State Streets: overlay Beacon Lane to Washington Avenue; Clara Avenue: reconstruct/overlay from State Street to North

Orchard Avenue; and Low Gap Road: reconstruct/overlay from State to Bush Streets. The estimated streets project cost is \$30 million.

The City has expressed its intention to issue municipal tax-exempt bonds to pay the costs associated with renovating the City's Corporation Yard and constructing improvements to various city streets.

City staff worked with its municipal advisor (NHA Advisors, LLC) to develop a financing plan and engage bond counsel (Jones Hall), an underwriter (Piper Sandler), and other parties to complete the financing.

The Ukiah Public Financing Authority (the "Authority") will be used as the conduit entity to assist in the financing as the counterparty to the various legal agreements and as issuer of the Bonds in an aggregate amount of not-to-exceed Forty-Eight Million Dollars (\$48,000,000). It is anticipated that the Corporation Yard component of the Bonds will be repaid over a 30-year term and the streets component of the Bonds will be repaid over a 10-year term. As a result, annual debt service is estimated to be approximately \$4,300,000 through FY 2031-32 then decrease to approximately \$820,000 through the remaining term of the Bonds (FY 2051-52).

Discussion: The Financing Documents are being presented to the City Council as "form-only documents." The final form of the documents will be produced at this time because the exact amounts, dates, and certain other information will not be known until the actual sale date. The resolutions (Attachments #1 and #2) authorize and direct certain City and Authority officers and Staff respectively to finalize the Financing Documents as and when appropriate, and to do all things necessary to provide for the issuance of the Bonds. If the final terms for any reason should fall outside of expected parameters, Staff will return for further direction before finalizing the transaction.

The Financing Documents, and a brief description of each, is as follows:

Attachment #3. Site Lease: This is the agreement between the City and Authority, which provides the mechanism of leasing the Leased Assets, respectively, to the Authority so that they can be leased back pursuant to the respective Lease Agreements.

Attachment #4. Lease Agreement: This agreement provides for the lease of the Leased Assets, respectively, back to the City in exchange for Lease Payments commensurate with the debt service schedule for the Bonds. Under the Lease Agreement, the City is pledging its General Fund to make the annual Lease Payments for the life of the Bonds.

The Lease Agreement, among other things, provides the following:

- That the City must include Lease Payments due each Fiscal Year in each corresponding annual budget and make the necessary annual appropriations for all such Lease Payments.
- That the City must, at its sole cost and expense, keep and maintain the Site and Facilities in a clean, safe, and good condition and repair.
- That the City shall have the option at any time to substitute other real property in place of the Site and Facilities (i.e., the City has the right to substitute the collateral of the lease transaction), provided that the City is able to first satisfy all of the requirements set forth in Section 3 of the Lease Agreement.
- That the City must procure and maintain throughout the term of the financing, the insurance set forth in Section 5 of each Lease Agreement.

- That the obligation of the City to pay Lease Payments shall be abated during any period in which by reason of any damage, destruction or condemnation there is substantial interference with the use and occupancy of the Leased Assets or any portion thereof by the City.
- That upon termination or expiration of a Lease Agreement, and the first date upon which the respective Bonds are no longer outstanding, all right, title and interest in and to the respective Leased Asset shall vest in the City.
- That the Authority covenants that, prior to the discharge of a Lease Agreement and the corresponding series of Bonds, it will diligently maintain its status as a joint powers authority under the laws of the State of California, and will not engage in any activities inconsistent with the purposes for which the Authority is organized.

Attachment #5. Indenture of Trust: This agreement provides for execution and delivery of the Bonds in exchange for proceeds in the par amount of the Bonds, and further lays out the covenants and specifics of the Bonds, as well as the Trustee's duties, repayment mechanisms, default and remedies provisions, and Bondholder's associated rights and remedies.

Attachment #6. Assignment Agreement: This agreement provides the terms and conditions under which the Authority assigns the City's Lease Payments to the Trustee, for ultimate payment to the Bondholders.

Attachment #7. Preliminary Official Statement: The offering document that discloses to prospective investors certain information that would aid in and investors decision to purchase the Bonds. The current version of the Official Statement (OS) as attached to this staff report is the Preliminary Official Statement. The OS outlines the terms of the sale of the Bonds, security for the Bonds, interest rate, obligations of the City and Authority, information about the City, and potential risks of purchasing the Bonds.

Attachment #8. Bond Purchase Agreement: In this agreement, the underwriter (Piper Sandler) agrees to purchase all the Bonds provided that the terms and conditions set forth therein are satisfied. Piper Sandler will then sell the Bonds to investors.

TIMING:

Assuming approval of the resolutions by the City and the Authority, City Staff and its financing team will deliver a credit rating presentation to S&P Global Ratings (S&P) in mid-December. S&P will provide a public credit rating for the Bonds. Upon receipt of the credit rating, Staff anticipates that the Bonds will be sold to investors in mid-January, at which time, a final interest rate will be locked. Delivery of funds is expected in late January.

FINANCIAL IMPACT:

The annual debt service on the Bonds is estimated to be approximately \$4,300,000 through FY 2031-32 then decrease to approximately \$820,000 through the remaining term of the Bonds (FY 2051-52).

GOOD FAITH ESTIMATES:

The following information consists of estimates that have been provided by the Municipal Advisor (NHA Advisors, LLC) and has been represented by such party to have been provided in good faith:

A. True Interest Cost of the Bonds: 2.45%

- B. Finance Charge of the Bonds (sum of all fees/charges paid to third parties): \$451,100
C. Net Proceeds of the Bonds to be Received (net of finance charges, reserves and capitalized interest, if any): \$45,025,000
D. Total Payment Amount through Maturity of the Bonds: \$59,388,231

The foregoing constitute good faith estimates only. The principal amount of the Bonds, the true interest cost of the Bonds, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to: (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates; (b) the actual principal amount of Bonds sold being different from the estimated amount used for purposes of such estimates; (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates; (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated for purposes of such estimates; (e) other market conditions; or (f) alterations in the City's financing plan, or a combination of such factors.

The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the City based on a variety of factors. The actual interest rates borne by the Bonds may be subject to change from what is presented above and that may have an impact on the amortization of the Bonds.

Recommended Action: Adopt resolutions authorizing the issuance of lease revenue bonds and authorizing the City Manager to execute all related documents for the renovation of the City Corporation Yard and improvements to various City streets.

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: NHA Advisors

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION 2021-_____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AUTHORIZING A LEASE FINANCING AND APPROVING THE ISSUANCE AND SALE OF LEASE REVENUE BONDS BY THE UKIAH PUBLIC FINANCING AUTHORITY TO FINANCE PUBLIC CAPITAL IMPROVEMENTS, AND APPROVING RELATED DOCUMENTS AND OFFICIAL ACTIONS RELATED THERETO**

WHEREAS, the City of Ukiah desires to renovate its Corporation Yard and construct improvements to various City streets (collectively, the “Project”); and

WHEREAS, the Ukiah Public Financing Authority (the “Authority”) was formed to, among other things, assist the City with financing public capital improvements, including the Project; and

WHEREAS, in order to provide financing for the Project, the City has agreed to lease certain real property, consisting of city streets (the “Leased Property”), to the Authority as provided in a Site Lease, as defined herein; and

WHEREAS, in order to fund its payment obligation under the Site Lease, the Authority proposes to issue and sell its Lease Revenue Bonds, Series 2022 (Capital Projects) (the “Bonds”) under Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584 of said Code (the “Bond Law”); and

WHEREAS, in order to secure the payments of principal of and interest on the Bonds, the Authority proposes to lease the Leased Property back to the City under a Lease Agreement (the “Lease Agreement”), under which the City is obligated to pay semiannual lease payments as rental for the Leased Property, and the Authority will assign substantially all of its rights under the Lease Agreement to The Bank of New York Mellon Trust Company, National Association, as trustee for the Bonds; and

WHEREAS, to provide for development of the most favorable debt structure for the City and to ensure the most favorable reception in the marketplace for the Bonds, the City has requested the Authority to sell the Bonds through a negotiated sale pursuant to the terms of a Bond Purchase Agreement (the “Bond Purchase Agreement”) between the Authority, the City and Piper Sandler , as underwriter (the “Underwriter”); and

WHEREAS, for purposes of the sale of the Bonds, the City has caused to be prepared an Official Statement describing the Bonds, the preliminary form of which is on file with the City Clerk and the Council, with the aid of their staff, have undertaken such review of the Official Statement as hereinafter described as is necessary to assure proper disclosure of all material facts relating to the Bonds that are within the personal knowledge of Council members and the staff; and

WHEREAS, as required by Section 6586.5 of the California Government Code, the City has caused publication of a notice of a public hearing on the financing of the public capital improvements included within the Project once at least five (5) days prior to the hearing in a newspaper of general circulation in the City; and

WHEREAS, the Council held a public hearing at which all interested persons were provided the opportunity to speak on the subject of financing such public capital improvements; and

WHEREAS, the information required to be obtained and disclosed by the City Council related to the Bonds pursuant to Government Code Section 5852.1 is set forth in the staff report accompanying this Resolution; and

WHEREAS, the Council wishes at this time to approve all proceedings of the City relating to the foregoing;

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

Section 1. The Council hereby approves the issuance of the Bonds by the Authority under the Bond Law in a maximum principal amount not to exceed \$48,000,000, for the purpose of financing the Project. The Council hereby finds that issuance of the Bonds by the Authority for the purpose of financing the Project will result in significant public benefits of the type described in Section 6586 of the California Government Code, including, but not limited to, a more efficient delivery of City services to residential and commercial developments within the City and demonstrable savings in effective interest rate, bond preparation, bond underwriting and/or bond issuance costs.

Section 2. The Council hereby approves each of the following agreements required for the issuance and sale of the Bonds, in substantially the respective forms on file with the City Clerk together with any changes therein or additions thereto deemed advisable by the Mayor, Vice Mayor, City Manager, Finance Director, or a designee appointed by such person (each, an "Authorized Officer"), whose execution thereof shall be conclusive evidence of the approval of any such changes or additions. An Authorized Officer is hereby authorized and directed for and on behalf of the City to execute, and the City Clerk is hereby authorized and directed to attest, the final form of each such agreement, as follows:

- Site Lease, between the City as lessor and the Authority as lessee, under which the City leases the Leased Property to the Authority in consideration of the payment of an upfront amount which will be applied by the City to the Project;
- Lease Agreement, between the Authority as lessor and the City as lessee, under which the Authority leases the Leased Property back to the City and the City agrees to pay semiannual lease payments to provide revenues with which to pay principal of and interest on the Bonds when due; and
- Continuing Disclosure Certificate, to be executed by the City for the purpose of providing annual financial information and notice of certain enumerated events to holders and beneficial owners of the Bonds.

Section 3. The Council hereby approves the negotiated sale of the Bonds by the Authority to the Underwriter. The Bonds shall be sold pursuant to the terms and provisions of the Bond Purchase Agreement among the Authority, the City and the Underwriter in

substantially the form on file with the City Clerk together with any changes therein or additions thereto deemed advisable by an Authorized Officer. The principal amount of the principal obligation of the City under the Lease Agreement shall not exceed \$48,000,000, the true interest cost of the Bonds shall not exceed 3.0% and the Underwriter's discount shall not exceed 0.6%.

Section 4. The Council hereby approves the preliminary Official Statement describing the Bonds in substantially the form on file with the City Clerk. An Authorized Officer is hereby authorized and directed to approve any changes in or additions to said preliminary Official Statement, and to execute an appropriate certificate stating the City's determination that the preliminary Official Statement (together with any changes therein or additions thereto) has been deemed nearly final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934. Distribution of the preliminary Official Statement by the Underwriter is hereby approved. An Authorized Officer is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by an Authorized Officer shall be conclusive evidence of approval of any such changes and additions. The Council hereby authorizes the distribution of the final Official Statement by the Underwriter. The final Official Statement shall be executed on behalf of the City by an Authorized Officer.

Section 5. The firm of NHA Advisors LLC is hereby retained as municipal advisor to the City in connection with the issuance and sale of the Bonds by the Authority. An Authorized Officer is authorized to execute an agreement with said firm in a form as approved by an Authorized Officer, as necessary.

Section 6. The firm of Jones Hall, A Professional Law Corporation, is hereby retained as bond counsel and disclosure counsel to the City in connection with the issuance and sale of the Bonds by the Authority. An Authorized Officer is authorized to execute an agreement with said firm in a form as approved by an Authorized Officer, as necessary.

Section 7. The Authorized Officers, the City Attorney, the City Clerk and all other officers of the City are each authorized and directed on behalf of the City to make any and all leases, assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance or termination, warrants and other documents, which they or any of them deem necessary or appropriate in order to consummate any of the transactions contemplated by the agreements and documents approved under this Resolution. An Authorized Officer may revise the identity of the Leased Property (including by adding thereto) as necessary in order to accomplish the purposes of this Resolution. Whenever in this Resolution any officer of the City is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

Section 8. This Resolution shall take effect immediately upon its passage and adoption.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Ukiah on _____, 2021
by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

, Mayor

ATTEST:

Kristine Lawler, City Clerk/CMC

RESOLUTION NO. PFA 2021-_____**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE UKIAH PUBLIC FINANCING AUTHORITY AUTHORIZING THE ISSUANCE AND SALE OF LEASE REVENUE BONDS TO FINANCE PUBLIC CAPITAL IMPROVEMENTS, AND APPROVING RELATED DOCUMENTS AND OFFICIAL ACTIONS RELATED THERETO**

WHEREAS, the Ukiah Public Financing Authority (the “Authority”) was formed to, among other things, assist the City of Ukiah (the “City”) with financing public capital improvements, including capital projects of the City; and

WHEREAS, the City desires to renovate its Corporation Yard and construct improvements to various City streets (collectively, the “Project”); and

WHEREAS, in order to provide financing for the Project, the City has agreed to lease certain real property, consisting of certain city streets (the “Leased Property”), to the Authority as provided in a Site Lease, as defined herein; and

WHEREAS, in order to fund its payment obligation under the Site Lease, the Authority proposes to issue and sell its Lease Revenue Bonds, Series 2022 (Capital Projects) (the “Bonds”) under Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584 of said Code (the “Bond Law”); and

WHEREAS, in order to secure the payments of principal of and interest on the Bonds, the Authority proposes to lease the Leased Property back to the City under a Lease Agreement (the “Lease Agreement”), under which the City is obligated to pay semiannual lease payments as rental for the Leased Property, and the Authority will assign substantially all of its rights under the Lease Agreement to The Bank of New York Mellon Trust Company, National Association, as trustee for the Bonds; and

WHEREAS, to provide for development of the most favorable debt structure for the City and to ensure the most favorable reception in the marketplace for the Bonds, the City has requested the Authority to sell the Bonds through a negotiated sale pursuant to the terms of a Bond Purchase Agreement (the “Bond Purchase Agreement”) between the Authority, the City and Piper Sandler & Co. as underwriter (the “Underwriter”); and

WHEREAS, for purposes of the sale of the Bonds, the City has caused to be prepared an Official Statement describing the Bonds, the preliminary form of which is on file with the Secretary and the Board of Directors, with the aid of their staff, have undertaken such review of the Official Statement as hereinafter described as is necessary to assure proper disclosure of all material facts relating to the Bonds that are within the personal knowledge of members of the Board of Directors and the staff; and

WHEREAS, as required by Section 6586.5 of the California Government Code, the City has caused publication of a notice of a public hearing on the financing of the public capital improvements included within the Project once at least five (5) days prior to the hearing in a newspaper of general circulation in the City; and

WHEREAS, the City Council of the City held a public hearing at which all interested persons were provided the opportunity to speak on the subject of financing such public capital improvements; and

WEREAS, the information required to be obtained and disclosed by the Board of Directors related to the Bonds pursuant to Government Code Section 5852.1 is set forth in the staff report accompanying this Resolution; and

WHEREAS, the Board wishes at this time to approve all proceedings of the Authority relating to the foregoing.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND RESOLVED BY THE BOARD OF DIRECTORS OF THE UKIAH PUBLIC FINANCING AUTHORITY AS FOLLOWS:

Section 1. The Board of Directors hereby authorizes the issuance of the Bonds under the Bond Law in a maximum principal amount not to exceed \$48,000,000_, for the purpose of financing the Project. The Bonds shall be issued under the Bond Law and the Indenture of Trust that is approved below.

Section 2. The Board hereby approves each of the following agreements required for the issuance and sale of the Bonds, in substantially the respective forms on file with the Secretary together with any changes therein or additions thereto deemed advisable by the Chair, Vice Chair, Executive Director, Treasurer, or a designee appointed by such person (each, an "Authorized Officer"), whose execution thereof shall be conclusive evidence of the approval of any such changes or additions. Such changes or additions may include, but is not limited to, providing that payment of the Bonds be insured by a financial guaranty policy from a bond insurance company and/or secured by a reserve surety policy, if in the judgment of an Authorized Officer such insurance and/or reserve surety policy is in the best interest of the Authority. An Authorized Officer is hereby authorized and directed for and on behalf of the Authority to execute, and the Secretary is hereby authorized and directed to attest, the final form of each such agreement, as follows:

- Indenture of Trust, between the Authority and The Bank of New York Mellon Trust Company, National Association, as trustee (the "Trustee"), setting forth the terms and provisions relating to the Bonds;
- Site Lease, between the City as lessor and the Authority as lessee, under which the City leases the Leased Property to the Authority in consideration of the payment of an upfront amount which will be applied by the City to the Project;
- Lease Agreement, between the Authority as lessor and the City as lessee, under which the Authority leases the Leased Property back to the City and the City agrees to pay semiannual lease payments to provide revenues with which to pay principal of and interest on the Bonds when due; and

- Assignment Agreement, between the Authority and the Trustee, whereby the Authority assigns certain of its rights under the Lease Agreement to the Trustee for the benefit of the Bond owners.

Section 3. The Board of Directors hereby authorizes and directs the negotiated sale of the Bonds to the Underwriter. The Bonds shall be sold pursuant to the terms and provisions of the Bond Purchase Agreement among the Authority, the City and the Underwriter in substantially the form on file with the Secretary together with any changes therein or additions thereto deemed advisable by an Authorized Officer. The principal amount of the Bonds and related principal obligation of the Authority under the Site Lease Agreement shall not exceed \$48,000,000, the true interest cost of the Bonds shall not exceed 3.0% and the Underwriter's discount shall not exceed 0.6%.

Section 4. The Board of Directors hereby approves the preliminary Official Statement describing the Bonds in substantially the form on file with the Secretary. An Authorized Officer is hereby authorized and directed to approve any changes in or additions to said preliminary Official Statement and, if requested by the Underwriter, to execute an appropriate certificate stating the Authority's determination that the preliminary Official Statement (together with any changes therein or additions thereto) has been deemed nearly final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934. Distribution of the preliminary Official Statement by the Underwriter is hereby approved. An Authorized Officer is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by an Authorized Officer shall be conclusive evidence of approval of any such changes and additions. The Board of Directors hereby authorizes the distribution of the final Official Statement by the Underwriter. The final Official Statement shall be executed on behalf of the Authority by the Chair or an Authorized Officer.

Section 5. The Authorized Officers, the General Counsel to the Authority, the Secretary and all other officers of the Authority are each authorized and directed on behalf of the Authority to make any and all leases, assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance or termination, warrants and other documents, which they or any of them deem necessary or appropriate in order to consummate any of the transactions contemplated by the agreements and documents approved under this Resolution. An Authorized Officer may revise the identity of the Leased Property (including by adding thereto) as necessary to accomplish the purposes of this Resolution. Whenever in this resolution any officer of the Authority is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

Section 6. This Resolution shall take effect immediately upon its passage and adoption.

* * * * *

THE FOREGOING RESOLUTION WAS PASSED AND ADOPTED by the Board of Directors of the Ukiah Public Financing Authority at a regular meeting held on this _____, 2021 by the following roll call vote:

AYES:

NOES:
ABSENT:
ABSTAIN:

_____, Chair of the
Ukiah Public Financing Authority

ATTEST:

Kristine Lawler, Secretary of the Ukiah Public Financing Authority

SITE LEASE

Dated as of January 1, 2022

between the

CITY OF UKIAH,
as lessor

and the

UKIAH PUBLIC FINANCING AUTHORITY,
as lessee

Relating to

\$ _____
Ukiah Public Financing Authority
Lease Revenue Bonds, Series 2022
(Capital Projects)

SITE LEASE

This SITE LEASE (this "Site Lease"), dated for convenience as of January 1, 2022, is between the CITY OF UKIAH, a municipal corporation duly organized and existing under the laws of the State of California, as lessor, which acquired a portion of the Leased Property as the City of Ukiah, California, a municipal corporation (a political subdivision organized and existing under the laws of the State of California) (the "City"), and the UKIAH PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California, as lessee (the "Authority").

BACKGROUND:

1. The City is proceeding to reconstruct its corporation yard and construct improvements to various City streets (collectively, the "Project").

2. In order to provide funds to finance a portion of the costs of the Project, the City has agreed to lease the real property more particularly described in Appendix A attached hereto and by this reference incorporated herein, consisting of streets in the City (the "Leased Property") to the Authority under this Site Lease, pursuant to which the Authority agrees to make an initial rental payment (as described herein, the "Site Lease Payment") which is sufficient to provide funds for such purposes.

3. The Authority has authorized the issuance of its Ukiah Public Financing Authority Lease Revenue Bonds, Series 2022 (Capital Projects) in the aggregate principal amount of \$_____ (the "Bonds") under an Indenture of Trust dated as of January 1, 2022 (the "Indenture"), between the Authority and The Bank of New York Mellon Trust Company, as trustee (the "Trustee"), for the purpose of providing the funds to enable the Authority to pay the Site Lease Payment to the City in accordance with this Site Lease.

4. In order to provide revenues which are sufficient to enable the Authority to pay debt service on the Bonds, the Authority has agreed to lease the Leased Property back to the City under a Lease Agreement dated as of January 1, 2022 (the "Lease"), which has been executed concurrently herewith, under which the City has agreed to pay semiannual Lease Payments as the rental for the Leased Property thereunder.

5. The lease payments made by the City under the Lease have been assigned by the Authority to Trustee for the security of the Bonds under an Assignment Agreement dated as of January 1, 2022, between the Authority as assignor and the Trustee as assignee, which has been executed concurrently herewith.

AGREEMENT:

In consideration of the above premises and of the mutual promises and covenants herein contained and for other valuable consideration, the parties hereto do hereby agree as follows:

SECTION 1. *Lease of Property to Authority.* The City hereby leases the Leased Property to the Authority and the Authority hereby leases the Leased Property from the City, on the terms and conditions hereinafter set forth.

SECTION 2. *Term; Possession.* The term of this Site Lease commences on the Closing Date and ends on the date on which the Indenture is discharged in accordance with Section 13.01 thereof, but under any circumstances not later than April 1, _____. The provisions of this Section 2 are subject in all respects to any other provisions of this Site Lease relating to the termination hereof.

SECTION 3. *Rental.* The Authority shall pay to the City as and for rental of the Leased Property hereunder, the sum of \$_____ (the "Site Lease Payment"). The Site Lease Payment is due and payable upon the issuance of the Bonds and the execution and delivery hereof, and will be paid from the proceeds of the Bonds. The Authority and the City hereby find and determine that the total amount of the Site Lease Payment does not exceed the fair market value of the leasehold interest in the Leased Property which is conveyed hereunder by the City to the Authority. No other amount of rental is due and payable by the Authority for the use and occupancy of the Leased Property under this Site Lease.

As provided in the Indenture, a portion of the proceeds of the Bonds will be applied to make the Site Lease Payment by depositing the full amount thereof into the Project Fund which is held and administered by the City under the Indenture. Amounts on deposit in the Project Fund shall be disbursed by the City from time to time for the purpose of paying Project Costs in accordance with the Indenture.

SECTION 4. *Leaseback to City.* The Authority shall lease the Leased Property back to the City under the Lease.

SECTION 5. *Assignments and Subleases.* Unless the City is in default under the Lease, the Authority may not assign its rights under this Site Lease or sublet all or any portion of the Leased Property, except as provided in the Assignment Agreement and in the Lease, without the prior written consent of the City.

SECTION 6. *Substitution or Release of Property.* If the City exercises its option under Section 3.3 of the Lease to substitute property for the Leased Property in whole or in part, such substitution shall also operate to substitute property for the Leased Property which is leased hereunder. If the City exercises its option under Section 3.4 of the Lease to release a portion of the Leased Property from the Lease, such substitution shall also operate to release such portion of the Leased Property hereunder. The description of the Leased Property which is leased under the Lease shall conform at all times to the description of the Leased Property which is leased hereunder.

SECTION 7. *Right of Entry.* The City reserves the right for any of its duly authorized representatives to enter upon the Leased Property, or any portion thereof, at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

SECTION 8. *Termination.* The Authority agrees, upon the termination of this Site Lease, to quit and surrender the Leased Property in the same good order and condition

as the Leased Property was in at the time of commencement of the term hereof, reasonable wear and tear excepted, and agrees that all buildings, improvements and structures then existing upon the Leased Property shall remain thereon and title thereto shall vest thereupon in the City for no additional consideration.

SECTION 9. *Default.* If the Authority defaults in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for 30 days following notice and demand for correction thereof to the Authority, the City may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Lease shall be deemed to occur as a result thereof and no such remedy may include termination hereof; *provided, however*, that so long as the Lease remains in effect, the Lease Payments payable by the City under the Lease shall continue to be paid to the Trustee.

SECTION 10. *Quiet Enjoyment.* The Authority at all times during the term of this Site Lease shall peaceably and quietly have, hold and enjoy all of the Leased Property, subject to the provisions of the Lease and subject only to Permitted Encumbrances (as that term is defined in the Lease).

SECTION 11. *Waiver of Personal Liability.* All liabilities under this Site Lease on the part of the Authority are solely corporate liabilities of the Authority as a public entity, and the City hereby releases each and every member and officer of the Authority of and from any personal or individual liability under this Site Lease. No member or officer of the Authority or its governing board shall at any time or under any circumstances be individually or personally liable under this Site Lease for anything done or omitted to be done by the Authority hereunder.

SECTION 12. *Taxes.* The City covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Leased Property and any improvements thereon.

SECTION 13. *Eminent Domain.* If the whole or any part of the Leased Property or any improvements thereon is taken by eminent domain proceedings, the interest of the Authority shall be recognized and is hereby determined to be the amount of the then unpaid Lease Payments payable under the Lease and the balance of the award, if any, shall be paid to the City.

SECTION 14. *Partial Invalidity.* If any one or more of the terms, provisions, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 15. *Notices.* Any notice, request, complaint, demand or other communication under this Site Lease shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by telecopy, telex or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by telecopy, telex or other form of telecommunication, (b) 48 hours after deposit in the United States mail, postage prepaid, or (c) in the case of

personal delivery to any person, upon actual receipt. The City, the Authority and the Trustee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the City
or the Authority:

City of Ukiah
Attention: Finance Director
300 Seminary Avenue
Ukiah, CA 95482

If to the Trustee:

The Bank of New York Mellon Trust Company, N.A.
Attention: Corporate Trust Administration
100 Pine Street, Suite 3200
San Francisco, California 94111

SECTION 16. *Amendment of this Site Lease.* The Authority and the City may at any time amend or modify any of the provisions of this Site Lease, but only (a) with the prior written consent of the Owners of a majority in aggregate principal amount of the Outstanding Bonds; or (b) without the consent of any of the Bond Owners, but only if such amendment or modification is for any one or more of the following purposes:

- (i) to make cure any ambiguity, or to cure, correct or supplement any defective provision contained herein, or in any other respect whatsoever as the Authority and the City may deem necessary or desirable, provided that, in the opinion of Bond Counsel, such modifications or amendments do not materially adversely affect the interests of the Owners of the Bonds;
- (ii) to amend any provision hereof relating to the Tax Code, to any extent whatsoever but only if and to the extent such amendment will not adversely affect the exclusion from gross income of interest on the Bonds under the Tax Code, in the opinion of Bond Counsel;
- (iii) to conform to any amendment of the Indenture which is made thereto in accordance with Section 9.01 of the Indenture; or
- (iv) for the purpose of effectuating any substitution or release of property under Section 6.

SECTION 17. *Governing Law.* This Site Lease shall be construed in accordance with and governed by the laws of the State of California.

SECTION 18. *Third Party Beneficiary.* The Trustee is hereby made a third party beneficiary under this Site Lease with all rights of a third party beneficiary.

SECTION 19. *Binding Effect.* This Site Lease inures to the benefit of and is binding upon the Authority, the City and their respective successors and assigns, subject, however, to the limitations contained herein.

SECTION 20. *Section Headings.* All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

SECTION 21. *Execution in Counterparts.* This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same lease. It is also agreed that separate counterparts of this Site Lease may be separately executed by the Authority and the City, all with the same force and effect as though the same counterpart had been executed by both the Authority and the City.

SECTION 22. *Defined Terms.* All capitalized terms used herein and not otherwise defined have the respective meanings given those terms in the Indenture.

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

UKIAH PUBLIC FINANCING AUTHORITY
as Lessor

By: _____
Daniel Buffalo
Treasurer

CITY OF UKIAH
as Lessee

By: _____
Daniel Buffalo
Finance Director

APPENDIX A

DESCRIPTION OF THE LEASED PROPERTY

The Leased Property consists of that certain real property, together with all fixtures, equipment or other improvements located upon the real property, except as to the library as excluded below, situated in the City of Ukiah, County of Mendocino, State of California, described as follows:

[[All City Streets]]

LEASE AGREEMENT

Dated as of January 1, 2022

between the

UKIAH PUBLIC FINANCING AUTHORITY,
as lessor

and the

CITY OF UKIAH,
as lessee

Relating to

\$ _____
Ukiah Public Financing Authority
Lease Revenue Bonds, Series 2022
(Capital Projects)

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APPENDIX A	DESCRIPTION OF THE LEASED PROPERTY
APPENDIX B	SCHEDULE OF LEASE PAYMENTS

LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease"), dated for convenience as of January 1, 2022, is between the UKIAH PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California, as lessor (the "Authority"), and the CITY OF UKIAH, a municipal corporation duly organized and existing under the laws of the State of California, as lessee (the "City").

BACKGROUND:

1. The City is proceeding to reconstruct its corporation yard and construct improvements to various City streets (collectively, the "Project").

2. In order to provide funds to finance a portion of the costs of the Project, the City has agreed to lease the real property more particularly described in Appendix A attached hereto and by this reference incorporated herein, consisting of streets in the City (the "Leased Property") to the Authority under a Site Lease dated as of January 1, 2022 which has been executed concurrently herewith (the "Site Lease"), under which the Authority agrees to make an initial rental payment (the "Site Lease Payment") which is sufficient to provide funds for such purposes. The Leased Property is also subject to a lease entered into by the City (the "2020 Lease") in connection with the Authority's Lease Revenue Bonds, Series 2020A and Taxable Lease Revenue Bonds, Series 2020B, outstanding in the combined principal amount of \$52,250,000 (the "2020 Bonds").

3. The Authority has authorized the issuance of its Ukiah Public Financing Authority Lease Revenue Bonds, Series 2022 (Capital Projects) in the aggregate principal amount of \$_____ (the "Bonds") under an Indenture of Trust dated as of January 1, 2022 (the "Indenture"), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), and under the provisions of Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584 of said Code (the "Bond Law"), for the purpose of providing the funds to enable the Authority to pay the Site Lease Payment to the City in accordance with the Site Lease.

4. In order to provide revenues which are sufficient to enable the Authority to pay debt service on the Bonds, the Authority has agreed to lease the Leased Property back to the City under this Lease, under which the City agrees to pay semiannual Lease Payments as the rental for the Leased Property hereunder.

5. The lease payments made by the City under this Lease have been assigned by the Authority to the Trustee for the security of the Bonds under an Assignment Agreement dated as of January 1, 2022, between the Authority as assignor and the Trustee as assignee, which has been executed concurrently herewith.

6. The City and the Authority have found and determined that all acts and proceedings required by law necessary to make this Lease, when executed by the City and the Authority, the valid, binding and legal obligations of the City and the Authority,

and to constitute this Lease a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of this Lease have been in all respects duly authorized.

A G R E E M E N T :

In consideration of the material covenants contained in this Lease, the parties hereto hereby formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS; RULES OF INTERPRETATION

SECTION 1.1. *Definitions.* Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Lease have the respective meanings given them in the Indenture.

SECTION 1.2. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular includes the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and includes the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Lease; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

COVENANTS, REPRESENTATIONS AND WARRANTIES

SECTION 2.1. *Covenants, Representations and Warranties of the City.* The City makes the following covenants, representations and warranties to the Authority and the Trustee as of the date of the execution and delivery of this Lease:

- (a) Due Organization and Existence. The City is a municipal corporation duly organized and validly existing under the laws of the State of California, has full legal right, power and authority under the laws of the State of California to enter into the Site Lease and this Lease and to carry out and consummate all transactions contemplated hereby, and by proper action the City has duly authorized the execution and delivery of the Site Lease and this Lease.
- (b) Due Execution. The representatives of the City executing the Site Lease and this Lease have been fully authorized to execute the same under a resolution duly adopted by the City Council of the City.
- (c) Valid, Binding and Enforceable Obligations. The Site Lease and this Lease have been duly authorized, executed and delivered by the City and constitute the legal, valid and binding obligations of the City enforceable against the City in accordance with their respective terms.
- (d) No Conflicts. The execution and delivery of the Site Lease and this Lease, the consummation of the transactions therein and herein contemplated and the fulfillment of or compliance with the terms and conditions thereof and hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the City is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site Lease and this Lease or the financial condition, assets, properties or operations of the City.
- (e) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the City or of the voters of the City, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of the Site Lease and this Lease, or the consummation of any transaction therein and herein contemplated, except as have been obtained or made and as are in full force and effect.
- (f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental

authority pending or, to the knowledge of the City after reasonable investigation, threatened against or affecting the City or the assets, properties or operations of the City which, if determined adversely to the City or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Site Lease and this Lease, or upon the financial condition, assets, properties or operations of the City, and the City is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site Lease and this Lease or the financial conditions, assets, properties or operations of the City.

SECTION 2.2. *Covenants, Representations and Warranties of the Authority.* The Authority makes the following covenants, representations and warranties to the City and the Trustee as of the date of the execution and delivery of this Lease:

- (a) Due Organization and Existence. The Authority is a public body corporate and politic duly organized and existing under the Bond Law and under the laws of the State of California; has power to enter into this Lease, the Site Lease, the Assignment Agreement and the Indenture; is possessed of full power to own and hold, improve and equip real and personal property, and to lease the same; and has duly authorized the execution and delivery of each of the aforesaid agreements and such agreements constitute the legal, valid and binding obligations of the Authority, enforceable against the Authority in accordance with their respective terms.
- (b) Due Execution. The representatives of the Authority executing this Lease, the Site Lease, the Assignment Agreement and the Indenture are fully authorized to execute the same pursuant to official action taken by the governing body of the Authority.
- (c) Valid, Binding and Enforceable Obligations. This Lease, the Site Lease, the Assignment Agreement and the Indenture have been duly authorized, executed and delivered by the Authority and constitute the legal, valid and binding agreements of the Authority, enforceable against the Authority in accordance with their respective terms.
- (d) No Conflicts. The execution and delivery of this Lease, the Site Lease, the Assignment Agreement and the Indenture, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the Authority is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Authority, which conflict, violation, breach,

default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Lease, the Site Lease, the Assignment Agreement and the Indenture or the financial condition, assets, properties or operations of the Authority.

- (e) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the Authority, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Lease, the Site Lease, the Assignment Agreement or the Indenture, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.
- (f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the Authority after reasonable investigation, threatened against or affecting the Authority or the assets, properties or operations of the Authority which, if determined adversely to the Authority or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Lease, the Site Lease, the Assignment Agreement or the Indenture, or upon the financial condition, assets, properties or operations of the Authority, and the Authority is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Lease, the Site Lease, the Assignment Agreement or the Indenture or the financial conditions, assets, properties or operations of the Authority.

ARTICLE III

DEPOSIT AND APPLICATION OF FUNDS; SUBSTITUTION AND RELEASE OF PROPERTY

SECTION 3.1. *Deposit of Moneys*. On the Closing Date, the Authority will cause the proceeds of sale of the Bonds to be deposited with the Trustee. The Trustee shall deposit those proceeds in accordance with Section 3.01 of the Indenture.

SECTION 3.2. *Acquisition and Construction of Project*. As provided in Section 3.02 of the Indenture, a portion of the proceeds of sale of the Bonds will be applied to pay the Site Lease Payment to the City in accordance with Section 3 of the Site Lease. The Site Lease Payment shall be deposited into the Project Fund, which is established under the Indenture, to be disbursed for the purpose of paying Project Costs. Upon the completion of the Project, the City shall file a Written Certificate of the City with the Trustee, which Written Certificate shall identify the amount (if any) to be retained in the Project Fund to pay remaining Project Costs.

SECTION 3.3. *Substitution of Property.* The City has the option at any time and from time to time, to substitute other real property (the "Substitute Property") for the Leased Property or any portion thereof (the "Former Property"), upon satisfaction of all of the following requirements which are hereby declared to be conditions precedent to such substitution:

- (a) No Event of Default has occurred and is continuing.
- (b) The City has filed with the Authority and the Trustee sufficient memorialization of an amendment of this Lease, the Site Lease and the Assignment Agreement, which adds the legal description of the Substitute Property to Appendix A and deletes therefrom the legal description of the Former Property.
- (c) The City has certified in writing to the Authority and the Trustee that the Substitute Property serves the municipal purposes of the City and constitutes property which the City is permitted to lease under the laws of the State of California, and has been determined to be important to the proper, efficient and economic operation of the City and to serve a proper governmental function of the City.
- (d) The Substitute Property does not cause the City to violate any of its covenants, representations and warranties made herein.
- (e) The City has filed with the Authority and the Trustee a written certificate of the City or other written evidence stating that the estimated fair rental value of the Leased Property following the substitution will be at least equal to the aggregate principal amount of the Bonds then outstanding, and that the useful life of the Substitute Property at least extends to the stated termination date of this Lease.

Upon the satisfaction of all such conditions precedent, the Term of this Lease will thereupon end as to the Former Property and commence as to the Substitute Property, and all references to the Former Property will apply with full force and effect to the Substitute Property. The City is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of any substitution of property under this Section. The Authority and the City will execute and deliver all documents required to discharge the Site Lease, this Lease and the Assignment Agreement of record against the Former Property and to cause the Substitute Property to become subject to all of the terms and conditions of the Site Lease, this Lease and the Assignment Agreement.

SECTION 3.4. *Release of Property.* The City has the option at any time and from time to time to release any portion of the Leased Property from this Lease (the "Released Property") provided that the City has satisfied all of the following requirements which are hereby declared to be conditions precedent to such release:

- (a) No Event of Default has occurred and is continuing.

- (b) The City has filed with the Authority and the Trustee, and caused to be recorded in the office of the Mendocino County Recorder, sufficient memorialization of an amendment of this Lease, the Site Lease and the Assignment Agreement, which removes the Released Property therefrom.
- (c) The City has certified in writing to the Authority and the Trustee that the value of the property which remains subject to this Lease following such release is at least equal to the then outstanding principal amount of the Bonds, and the fair rental value of the property which remains subject to this Lease following such release is at least equal to the Lease Payments thereafter coming due and payable hereunder.

Upon the satisfaction of all such conditions precedent, the Term of this Lease will thereupon end as to the Released Property. The City is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of such release. The Authority and the City shall execute and deliver all documents required to discharge the Site Lease, this Lease and the Assignment Agreement of record against the Released Property.

ARTICLE IV

LEASE OF LEASED PROPERTY; TERM OF THIS LEASE; LEASE PAYMENTS

SECTION 4.1. *Lease of Leased Property.* The Authority hereby leases the Leased Property to the City and the City hereby leases the Leased Property from the Authority, upon the terms and conditions set forth in this Lease.

SECTION 4.2. *Term.* The Term of this Lease commences on the Closing Date and ends on the date on which the Indenture is discharged in accordance with Section 10.01 thereof, but under any circumstances not later than April 1, _____. The provisions of this Section are subject to the provisions of Section 6.2 relating to abatement and the taking in eminent domain of the Leased Property in whole or in part.

SECTION 4.3. *Lease Payments.*

(a) Obligation to Pay. Subject to the provisions of Sections 6.2 and 6.3 and the provisions of Article IX, the City agrees to pay to the Authority, its successors and assigns, the Lease Payments in the respective amounts specified in Appendix B attached to this Lease, to be due and payable in immediately available funds on the Interest Payment Dates immediately following each of the respective Lease Payment Dates specified in Appendix B, and to be deposited by the City with the Trustee on each of the Lease Payment Dates specified in Appendix B. Any amount held in the Bond Fund, the Interest Account and the Principal Account on any Lease Payment Date (other than amounts resulting from the prepayment of the Lease Payments in part but not in whole under Article IX, and amounts required for payment of past due principal or interest on any Bonds not presented for payment) will be credited towards the Lease Payment then required to be paid hereunder. The City is not required to deposit any Lease Payment with the Trustee on any Lease Payment Date if the amounts then held in

the Bond Fund, the Interest Account and the Principal Account are at least equal to the Lease Payment then required to be deposited with the Trustee. The Lease Payments payable in any Rental Period are for the use of the Leased Property during that Rental Period.

(b) Effect of Prepayment. If the City prepays all Lease Payments in full under Section 9.2, the City's obligations under this Section will thereupon cease and terminate. If the City prepays the Lease Payments in part but not in whole under Section 9.2, the principal components of the remaining Lease Payments will be reduced in integral multiples of \$5,000 among Lease Payment Dates on a basis which corresponds to the principal maturities of the Bonds which are redeemed thereby; and the interest component of each remaining Lease Payment will be reduced by the aggregate corresponding amount of interest which would otherwise be payable with respect to the Bonds thereby redeemed under Section 4.01 of the Indenture.

(c) Rate on Overdue Payments. If the City fails to make any of the payments required in this Section, the payment in default will continue as an obligation of the City until the amount in default has been fully paid, and the City agrees to pay the same with interest thereon, from the date of default to the date of payment at the highest rate of interest on any Outstanding Bond.

(d) Fair Rental Value. The aggregate amount of the Lease Payments and Additional Rental Payments coming due and payable during each Rental Period constitute the total rental for the Leased Property for such Rental Period, and are payable by the City in each Rental Period for and in consideration of the right of the use and occupancy of, and the continued quiet use and enjoyment of the Leased Property during each Rental Period. The parties hereto have agreed and determined that the total Lease Payments represent the fair rental value of the Leased Property. In making that determination, consideration has been given to the estimated value of the Leased Property, other obligations of the City and the Authority under this Lease, the uses and purposes which may be served by the Leased Property and the benefits therefrom which will accrue to the City and the general public.

(e) Assignment. The City understands and agrees that all Lease Payments have been assigned by the Authority to the Trustee in trust, under the Assignment Agreement, for the benefit of the Owners of the Bonds, and the City hereby assents to such assignment. The Authority hereby directs the City, and the City hereby agrees to pay to the Trustee at its Office, all payments payable by the City under this Section and all amounts payable by the City under Article IX.

SECTION 4.4. *Source of Payments; Covenant to Budget and Appropriate.* The Lease Payments are payable from any source of available funds of the City, subject to the provisions of Section 6.3. The City covenants to take all actions required to include the Lease Payments in each of its budgets during the Term of this Lease and to make the necessary appropriations for all Lease Payments and Additional Rental Payments. The foregoing covenant of the City contained constitutes a duty imposed by law and each and every public official of the City is required to take all actions required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in this Lease agreed to be carried out and performed by the City.

SECTION 4.5. *Additional Rental Payments.* In addition to the Lease Payments, the City shall pay when due the following amounts of Additional Rental Payments in consideration of the lease of the Leased Property by the City from the Authority hereunder:

- (a) All fees and expenses incurred by the Authority in connection with or by reason of its leasehold estate in the Leased Property, when due;
- (b) All reasonable compensation to the Trustee for all services rendered under the Indenture and for all reasonable expenses, charges, costs, liabilities, legal fees and other disbursements incurred in and about the performance of its powers and duties under the Indenture;
- (c) The reasonable fees and expenses of such accountants, consultants, attorneys and other experts as may be engaged by the Authority or the Trustee to prepare audits, financial statements, reports, opinions or provide such other services required under this Lease or the Indenture;
- (d) Amounts coming due and payable as Excess Investment Earnings in accordance with Section 7.6(e); and
- (e) The reasonable out-of-pocket expenses of the Authority in connection with the execution and delivery of this Lease or the Indenture, or in connection with the issuance of the Bonds, including but not limited to any and all expenses incurred in connection with the authorization, sale and delivery of the Bonds, or incurred by the Authority in connection with any litigation which may at any time be instituted involving this Lease, the Bonds, the Indenture or any of the other documents contemplated hereby or thereby, or otherwise incurred in connection with the administration of this Lease.

SECTION 4.6. *Quiet Enjoyment.* Throughout the Term of this Lease, the Authority shall provide the City with quiet use and enjoyment of the Leased Property and the City will peaceably and quietly have and hold and enjoy the Leased Property, without suit, trouble or hindrance from the Authority, except as expressly set forth in this Lease. The Authority will, at the request of the City and at the City's cost, join in any legal action in which the City asserts its right to such possession and enjoyment to the extent the Authority may lawfully do so. Notwithstanding the foregoing, the Authority has the right to inspect the Leased Property as provided in Section 7.2.

SECTION 4.7. *Title.* Upon the termination of this Lease (other than under Section 8.2(b) hereof), all right, title and interest of the Authority in and to the Leased Property transfers to and vests in the City. The Authority shall take any and all steps and execute and record any and all documents reasonably required by the City to consummate any such transfer of title.

ARTICLE V

MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

SECTION 5.1. *Maintenance, Utilities, Taxes and Assessments.* Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all improvement, repair and maintenance of the Leased Property are the responsibility of the City, and the City will pay for or otherwise arrange for the payment of all utility services supplied to the Leased Property, which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water and all other utility services, and will pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property resulting from ordinary wear and tear or want of care on the part of the City or any assignee or sublessee thereof. In exchange for the Lease Payments herein provided, the Authority agrees to provide only the Leased Property. The City waives the benefits of subsections 1 and 2 of Section 1932, Section 1933(4) and Sections 1941 and 1942 of the California Civil Code, but such waiver does not limit any of the rights of the City under the terms of this Lease.

The City shall also pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Authority or the City affecting the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City shall pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

The City may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Authority notifies the City that, in its reasonable opinion, by nonpayment of any such items the interest of the Authority in the Leased Property will be materially endangered or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly pay such taxes, assessments or charges or provide the Authority with full security against any loss which may result from nonpayment, in form satisfactory to the Authority and the Trustee.

SECTION 5.2. *Modification of Leased Property.* The City has the right, at its own expense, to make additions, modifications and improvements to the Leased Property or any portion thereof. All additions, modifications and improvements to the Leased Property will thereafter comprise part of the Leased Property and become subject to the provisions of this Lease. Such additions, modifications and improvements may not in any way damage the Leased Property, or cause the Leased Property to be used for purposes other than those authorized under the provisions of state and federal law; and the Leased Property, upon completion of any additions, modifications and improvements made thereto under this Section, must be of a value which is not substantially less than the value thereof immediately prior to the making of such additions, modifications and improvements. The City will not permit any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by the City under this Section; except that if any such lien is established and the City first notifies or causes to be notified the Authority of the City's

intention to do so, the City may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Authority with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Authority. The Authority will cooperate fully in any such contest, upon the request and at the expense of the City.

SECTION 5.3. *Liability Insurance.* The City shall maintain or cause to be maintained throughout the Term of this Lease, a standard commercial general liability insurance policy or policies in protection of the Authority, the City, and their respective members, officers, agents, employees and assigns. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Leased Property. Such policy or policies shall provide coverage in such liability limits and be subject to such deductibles as the City deems adequate and prudent. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in whole or in part in the form of self-insurance by the City, subject to the provisions of Section 5.4, or in the form of the participation by the City in a joint powers agency or other program providing pooled insurance. The proceeds of such liability insurance must be applied toward extinguishment or satisfaction of the liability with respect to which paid.

SECTION 5.4. *Property Insurance.* The City shall procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease, insurance against loss or damage to all improvements situated on the Leased Property. To the extent the Leased Property does not include streets, such insurance shall be in an amount at least equal to the lesser of (a) 100% of the replacement value of the insured buildings, or (b) 100% of the aggregate principal amount of the Outstanding Bonds. Such insurance must, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance, and must include earthquake insurance if available at reasonable cost from reputable insurers in the judgment of the City. Such insurance may be subject to such deductibles as the City deems adequate and prudent. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in whole or in part in the form of the participation by the City in a joint powers agency or other program providing pooled insurance; provided that such insurance may not be maintained by the City in the form of self-insurance. The Net Proceeds of such insurance must be applied as provided in Section 6.1.

SECTION 5.5. *Insurance Net Proceeds; Form of Policies.* Each policy of insurance maintained under Section 5.4 must name the Trustee as loss payee so as to provide that all proceeds thereunder are payable to the Trustee. The City shall pay or cause to be paid when due the premiums for all insurance policies required by this Lease. All such policies shall provide that the Trustee is given 30 days' notice of each expiration, any intended cancellation thereof or reduction of the coverage provided thereby. The Trustee has no responsibility for the sufficiency, adequacy or amount of any insurance or self-insurance herein required and is fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss.

SECTION 5.6. *Installation of City's Personal Property.* The City may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon the Leased Property. All such items shall remain the sole property of the City, in which neither the Authority nor the Trustee has any interest, and may be modified or removed by the City at any time, provided that the City must repair all damage to the Leased Property resulting from the installation, modification or removal of any such items. Nothing in this Lease prevents the City from purchasing or leasing items to be installed under this Section under a lease or conditional sale agreement, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, so long as no such lien or security interest attaches to any part of the Leased Property.

SECTION 5.7. *Advances.* If the City fails to perform any of its obligations under this Article V, the Authority may (but is not required to) take such action as it deems necessary to cure such failure, including the advancement of money, and the City shall repay all such advances as Additional Rental Payments hereunder, with interest at the rate set forth in Section 4.3(c).

ARTICLE VI

DAMAGE, DESTRUCTION AND EMINENT DOMAIN; USE OF NET PROCEEDS

SECTION 6.1. *Application of Net Proceeds.* The Trustee, as assignee of the Authority under the Assignment Agreement, has the right to receive all Net Proceeds. As provided in the Indenture, the Trustee will deposit all Net Proceeds in the Insurance and Condemnation Fund to be applied as set forth in Section 5.07 of the Indenture.

SECTION 6.2. *Termination or Abatement Due to Eminent Domain.*

(a) If the Leased Property is taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, the Term of this Lease thereupon ceases as of the day possession is taken.

(b) If less than all of the Leased Property is taken permanently and the remainder is useable for the City's purposes, or if the Leased Property is taken temporarily, under the power of eminent domain, then:

- (i) this Lease continues in full force and effect with respect thereto and does not terminate by virtue of such taking, and the parties waive the benefit of any law to the contrary, and
- (ii) the Lease Payments are subject to abatement in an amount determined by the City such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portions of the Leased Property.

Notwithstanding the foregoing, there shall be no abatement of the Lease Payments under this Section 6.2 in the event and to the extent that amounts in the

Insurance and Condemnation Fund, the Bond Fund or the Reserve Fund are available to pay Lease Payments which would otherwise be abated, it being hereby declared that such proceeds and amounts constitute special funds for the payment of the Lease Payments.

SECTION 6.3. *Abatement Due to Damage or Destruction.* The Lease Payments are subject to abatement during any period in which by reason of damage or destruction (other than by eminent domain which is hereinbefore provided for) there is substantial interference with the use and occupancy by the City of the Leased Property or any portion thereof. The Lease Payments are subject to abatement in an amount determined by the City, such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portions of the Leased Property not damaged or destroyed. Such abatement will continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction. In the event of any such damage or destruction, this Lease continues in full force and effect and the City waives any right to terminate this Lease by virtue of any such damage and destruction.

Notwithstanding the foregoing, there shall be no abatement of the Lease Payments under this Section 6.3 in the event and to the extent that amounts in the Insurance and Condemnation Fund, the Bond Fund or the Reserve Fund are available to pay Lease Payments which would otherwise be abated, it being hereby declared that such proceeds and amounts constitute special funds for the payment of the Lease Payments.

The abatement of Lease Payments hereunder in accordance with the terms hereof shall not constitute an Event of Default (as defined in Section 8.1) hereunder.

ARTICLE VII

OTHER COVENANTS OF THE CITY

SECTION 7.1. *Disclaimer of Warranties.* THE AUTHORITY MAKES NO AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE CITY OF THE LEASED PROPERTY OR ANY PORTION THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY OR ANY PORTION THEREOF. THE CITY ACKNOWLEDGES THAT THE AUTHORITY IS NOT A MANUFACTURER OF ANY PORTION OF THE LEASED PROPERTY OR A DEALER THEREIN, THAT THE CITY LEASES THE LEASED PROPERTY AS-IS, IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE CITY. The Authority has no liability for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease for the existence, furnishing, functioning or use of the Leased Property by the City.

SECTION 7.2. *Access to the Leased Property.* The City agrees that the Authority and any Authorized Representative of the Authority, and the Authority's successors or

assigns, have the right at all reasonable times to enter upon and to examine and inspect the Leased Property or any part thereof. The City further agrees that the Authority, any Board Representative and the Authority's successors or assigns may have such rights of access to the Leased Property or any component thereof as reasonably necessary to cause the proper maintenance of the Leased Property if the City fails to perform its obligations hereunder; *provided, however*, that neither the Authority nor any of its assigns has any obligation to cause such proper maintenance.

SECTION 7.3. *Release and Indemnification Covenants.* The City agrees to indemnify the Authority, the Trustee and their respective officers, agents, successors and assigns, against all claims, losses and damages, including legal fees and expenses, arising out of any of the following:

- (a) the use, maintenance, condition or management of, or from any work or thing done on the Leased Property by the City,
- (b) any breach or default on the part of the City in the performance of any of its obligations under this Lease,
- (c) any negligence or willful misconduct of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Leased Property,
- (d) any intentional misconduct or negligence of any sublessee of the City with respect to the Leased Property,
- (e) the acquisition, construction, improvement and equipping of the Leased Property, or the authorization of payment of the costs thereof, or
- (f) the acceptance and performance of the duties of the Trustee under the Indenture and under this Lease.

No indemnification is made under this Section or elsewhere in this Lease for willful misconduct or negligence under this Lease by the Authority, the Trustee or their respective officers, agents, employees, successors or assigns.

SECTION 7.4. *Assignment and Subleasing by the City.* This Lease may not be assigned by the City, other than to an entity which succeeds to the interests of the City as a municipal corporation. The City may sublease the Leased Property, or any portion thereof, subject to all of the following conditions:

- (a) This Lease and the obligation of the City to make Lease Payments hereunder must remain obligations of the City.
- (b) The City must, within 30 days after the delivery thereof, furnish or cause to be furnished to the Authority and the Trustee a true and complete copy of such sublease.
- (c) No such sublease by the City may cause the Leased Property to be used for a purpose which is not authorized under the provisions of the laws of the State of California.

- (d) The City must furnish to the Authority and the Trustee a written opinion of Bond Counsel stating that such sublease does not cause the interest components of the Lease Payments to become included in gross income for purposes of federal income taxation or to become subject to personal income taxation by the State of California.

SECTION 7.5. *Amendment Hereof.* The Authority and the City may at any time amend or modify any of the provisions of this Lease, but only: (a) with the prior written consents of the Owners of a majority in aggregate principal amount of the Outstanding Bonds; or (b) without the consent of the Trustee or any of the Bond Owners, but only if such amendment or modification is for any one or more of the following purposes:

- (i) to add to the covenants and agreements of the City contained in this Lease, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power herein reserved to or conferred upon the City;
- (ii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained herein, to conform to the original intention of the City and the Authority;
- (iii) to modify, amend or supplement this Lease in such manner as to assure that the interest on the Bonds remains excluded from gross income under the Tax Code;
- (iv) to amend the description of the Leased Property to reflect accurately the property originally intended to be included therein, or in connection with any substitution or release of property under Sections 3.3 or 3.4;
- (v) to obligate the City to pay additional amounts of rental for the use and occupancy of the Leased Property, but only if (A) such additional rent payments are pledged or assigned for the payment of any bonds, notes or other obligations the proceeds of which are applied to finance or refinance the acquisition or construction of any real or personal property for which the City is authorized to expend funds subject to its control, (B) the City has obtained an appraisal or other evidence that the value of the Leased Property is at least equal to the aggregate principal amount of the Outstanding Bonds and all such other bonds, notes, leases or other obligations, and (C) the City has filed with the Trustee written evidence that the amendments made under this clause (v) will not of themselves cause a reduction or withdrawal of any rating then assigned to the Bonds;
- (vi) in any other respect whatsoever as the Authority and the City deem necessary or desirable, if in the opinion of Bond Counsel such modifications or amendments do not materially adversely affect the interests of the Owners of the Bonds.

No such modification or amendment may (a) extend or have the effect of extending any Lease Payment Date or reducing any Lease Payment or any premium

payable upon the prepayment thereof, without the express consent of the Owners of the affected Bonds, or (b) modify any of the rights or obligations of the Trustee without its written assent thereto.

SECTION 7.6. *Tax Covenants.*

(a) Private Business Use Limitation. The City shall assure that the proceeds of the Bonds are not used in a manner which would cause the Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The City may not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The City may not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the Bonds or of any other obligations which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date, would have caused the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Tax Code.

(d) Maintenance of Tax Exemption. The City shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The City shall calculate or cause to be calculated the Excess Investment Earnings in all respects at the times and in the manner required under the Tax Code. The City shall pay the full amount of Excess Investment Earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code. Such payments shall be made by the City from any source of legally available funds of the City, and shall constitute Additional Rental Payments hereunder.

The City shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Bonds, records of the determinations made under this subsection (e). In order to provide for the administration of this subsection (e), the City may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the City may deem appropriate. The Trustee has no duty or obligation to monitor or enforce compliance by the City of any of the requirements under this subsection (e).

SECTION 7.7. *Continuing Disclosure.* The City shall comply with and carry out all of the provisions of the Continuing Disclosure Certificate executed by the City as of the Closing Date, as originally executed and as it may be amended from time to time in accordance with its terms. Notwithstanding any other provision of this Lease, failure of the City to comply with such Continuing Disclosure Certificate will not constitute an Event of Default, although any Participating Underwriter (as that term is defined in such Continuing Disclosure Certificate) or any Owner or beneficial owner of the Bonds may take such actions as may be necessary and appropriate to compel performance by the

City of its obligations under this Section, including seeking mandate or specific performance by court order.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

SECTION 8.1. *Events of Default Defined.* Any one or more of the following events constitute an Event of Default hereunder:

- (a) Failure by the City to pay any Lease Payment or other payment required to be paid hereunder at the time specified herein.
- (b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in the preceding subsection (a), for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Authority or the Trustee. If in the reasonable opinion of the City the failure stated in the notice can be corrected, but not within such 30 day period, the failure will not constitute an Event of Default if the City commences to cure the failure within such 30 day period and thereafter diligently and in good faith cures the failure in a reasonable period of time.
- (c) The filing by the City of a voluntary petition in bankruptcy, or failure by the City promptly to lift any execution, garnishment or attachment, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

SECTION 8.2. *Remedies on Default.* Whenever any Event of Default has happened and is continuing, the Authority may exercise any and all remedies available under law or granted under this Lease to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder, except as provided herein. Notwithstanding anything herein or in the Indenture to the contrary, (a) neither the Authority nor the Trustee may accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable (the Authority hereby expressly waives the right to receive any amount from the City pursuant to Section 1951.2 of the California Civil Code to accelerate payment of the Lease Payments) and (b) the Authority shall have no right to re-lease any portion of the Leased Property that constitutes the roadway portion of a City street. Each covenant hereof to be kept and performed by the City is expressly made a condition and upon the breach thereof the Authority may exercise any and all rights granted hereunder; except that no termination of this Lease may be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided.

SECTION 8.3. *No Remedy Exclusive.* No remedy herein conferred upon or reserved to the Authority is intended to be exclusive and every such remedy is cumulative and in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default impairs any such right or power or operates as a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article VIII it is not necessary to give any notice, other than as expressly required in this Article VIII or by law.

SECTION 8.4. *Agreement to Pay Attorneys' Fees and Expenses.* If the Authority or the City defaults under any of the provisions of this Lease and the nondefaulting party employs attorneys or incurs other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party will on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 8.5. *No Additional Waiver Implied by One Waiver.* If the Authority or the City breaches any agreement in this Lease and thereafter the other party waives the breach, such waiver is limited to the particular Breach so waived and does not operate to waive any other breach hereunder.

SECTION 8.6. *Application of Proceeds.* All net proceeds received from a re-lease of the Leased Property under this Article VIII, and all other amounts derived by the Authority or the Trustee as a result of the occurrence of an Event of Default, must be paid to and applied by the Trustee in accordance with Section 7.03 of the Indenture.

SECTION 8.7. *Trustee and Bond Owners to Exercise Rights.* Such rights and remedies as are given to the Authority under this Article VIII have been assigned by the Authority to the Trustee under the Assignment Agreement for the benefit of the Bond Owners, to which assignment the City hereby consents. The Trustee and the Bond Owners shall exercise such rights and remedies in accordance with the Indenture.

ARTICLE IX

PREPAYMENT OF LEASE PAYMENTS

SECTION 9.1. *Security Deposit.* Notwithstanding any other provision of this Lease, the City may on any date secure the payment of the Lease Payments allocable to the Leased Property in whole or in part by depositing with the Trustee an amount of cash which, together with other available amounts on deposit in the funds and accounts established under the Indenture, is either:

- (a) sufficient to pay such Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment schedule set forth in Appendix B, or

- (b) invested in whole or in part in non-callable Federal Securities in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and together with any cash which is so deposited, be fully sufficient to pay such Lease Payments when due under Section 4.3(a), as the City instructs at the time of said deposit.

If the City makes a security deposit under this Section with respect to all unpaid Lease Payments, and notwithstanding the provisions of Section 4.2, (a) the Term of this Lease will continue, (b) all obligations of the City under this Lease, and all security provided by this Lease for said Lease Payments, will thereupon cease and terminate, excepting only the obligation of the City to make, or cause to be made all of said Lease Payments from such security deposit, and (c) under Section 4.7, title to the Leased Property will vest in the City on the date of said deposit automatically and without further action by the City or the Authority. Said security deposit constitutes a special fund for the payment of Lease Payments in accordance with the provisions of this Lease.

SECTION 9.2. *Prepayment.* The City has the option to prepay the principal components of the Lease Payments in as described under Section 4.01(a) of the Indenture. Such prepayment price shall be deposited by the Trustee in the Redemption Fund to be applied to the redemption of Bonds under Section 4.01(a) of the Indenture. The City shall give written notice to the Authority and the Trustee of its intention to prepay the Lease Payments under this Section at least 45 days prior to the prepayment date, or such shorter period of time as may be acceptable to the Trustee in its sole discretion, such notice being solely for the convenience of the Trustee. Additionally, this Lease is subject to extraordinary mandatory prepayment as described under Section 4.01(c) of the Indenture.

SECTION 9.3. *Mandatory Prepayment From Net Proceeds of Insurance or Eminent Domain.* The City shall prepay the principal components of the Lease Payments allocable to the Leased Property in whole or in part on any date, from and to the extent of any Net Proceeds of insurance award or eminent domain award with respect to the Leased Property theretofore deposited in the Redemption Fund for that purpose under Article VI hereof and Section 5.07 of the Indenture. Such Net Proceeds, to the extent remaining after payment of any delinquent Lease Payments, will be credited towards the City's obligations under this Section and applied to the corresponding redemption of Bonds under Section 4.01 of the Indenture on the next available redemption date.

SECTION 9.4. *Credit for Amounts on Deposit.* If the principal components of the Lease Payments are prepaid in full under this Article IX, such that the Indenture is discharged by its terms as a result of such prepayment, at the written election of the City filed with the Trustee any or all amounts then on deposit in the Bond Fund (and the accounts therein) or the Reserve Fund will be credited towards the amounts then required to be so prepaid.

ARTICLE X

MISCELLANEOUS

SECTION 10.1. *Notices.* Any notice, request, complaint, demand or other communication under this Lease shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by facsimile transmission or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, (b) 48 hours after deposit in the United States of America first class mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Authority, the City or the Trustee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the City or the Authority:	City of Ukiah Attention: Finance Director 300 Seminary Avenue Ukiah, CA 95482
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If to the Trustee:	The Bank of New York Mellon Trust Company, N.A. Attention: Corporate Trust Administration 100 Pine Street, Suite 3200 San Francisco, California 94111
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SECTION 10.2. *Binding Effect.* This Lease inures to the benefit of and binds the Authority, the City and their respective successors and assigns.

SECTION 10.3. *Severability.* If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

SECTION 10.4. *Net-net-net Lease.* This Lease is deemed and construed to be a "net-net-net lease" and the City hereby agrees that the Lease Payments are an absolute net return to the Authority, free and clear of any expenses, charges or set-offs whatsoever.

SECTION 10.5. *Third Party Beneficiary.* The Trustee is hereby made a third party beneficiary hereunder with all rights of a third party beneficiary.

SECTION 10.6. *Further Assurances and Corrective Instruments.* The Authority and the City shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be or for carrying out the expressed intention of this Lease.

SECTION 10.7. *Execution in Counterparts.* This Lease may be executed in several counterparts, each of which is an original and all of which constitute but one and the same instrument.

SECTION 10.8. *Applicable Law.* This Lease is governed by and construed in accordance with the laws of the State of California.

SECTION 10.9. *Board and City Representatives.* Whenever under the provisions of this Lease the approval of the Authority or the City is required, or the Authority or the City is required to take some action at the request of the other, such approval or such request shall be given for the Authority and for the City by an Authorized Representative thereof, and any party hereto may conclusively rely upon any such approval or request.

SECTION 10.10. *Captions.* The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Lease.

Remainder of page intentionally left blank. Signatures on next page.

IN WITNESS WHEREOF, the Authority and the City have caused this Lease to be executed in their respective names by their duly authorized officers, all as of the date first above written.

UKIAH PUBLIC FINANCING AUTHORITY
as Lessor

By: _____
Daniel Buffalo
Treasurer

CITY OF UKIAH
as Lessee

By: _____
Daniel Buffalo
Finance Director

APPENDIX A

DESCRIPTION OF THE LEASED PROPERTY

The Leased Property consists of that certain real property, together with all fixtures, equipment or other improvements located upon the real property, except as to the library as excluded below, situated in the City of Ukiah, County of Mendocino, State of California, described as follows:

[[All City Streets]]

APPENDIX B

SCHEDULE OF LEASE PAYMENTS

Lease Payment Date *	Principal Component	Interest Component	Aggregate Lease Payment	Annual Aggregate Lease Payment
4/1/22				
6/30/22				
10/1/22				
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10/1/49
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4/1/51
6/30/51

TOTAL

* Lease Payment Dates are the 5th Business Day immediately preceding each date listed in the schedule.

INDENTURE OF TRUST

Dated as of January 1, 2022

between

UKIAH PUBLIC FINANCING AUTHORITY

and

THE BANK OF NEW YORK MELLON TRUST COMPANY,
as Trustee

Authorizing the Issuance of

\$ _____
Ukiah Public Financing Authority
Lease Revenue Bonds, Series 2022
(Capital Projects)

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INDENTURE OF TRUST

This INDENTURE OF TRUST (this “Indenture”), dated for convenience as of January 1, 2022, is between the UKIAH PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California (the “Authority”), and THE BANK OF NEW YORK MELLON TRUST COMPANY, a national banking association organized and existing under the laws of the United States of America, with a corporate trust office in San Francisco, California, being qualified to accept and administer the trusts hereby created (the “Trustee”).

BACKGROUND:

1. The City is proceeding to reconstruct its corporation yard and construct improvements to various City streets (collectively, the “Project”).

2. In order to provide funds to finance a portion of the costs of the Project, the City has agreed to lease the real property more particularly described in Appendix A attached hereto and by this reference incorporated herein, consisting of streets in the City (the “Leased Property”) to the Authority under a Site Lease dated as of January 1, 2022 (the “Site Lease”), under which the Authority agrees to make an initial rental payment (the “Site Lease Payment”) which is sufficient to provide funds for such purposes.

3. The Authority has authorized the issuance of its Ukiah Public Financing Authority Lease Revenue Bonds, Series 2022 (Capital Projects) in the aggregate principal amount of \$_____ (the “Bonds”) under this Indenture and under the provisions of Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584 of said Code (the “Bond Law”), for the purpose of providing the funds to enable the Authority to pay the Site Lease Payment to the City in accordance with the Site Lease.

4. In order to provide revenues which are sufficient to enable the Authority to pay debt service on the Bonds, the Authority has agreed to lease the Leased Property back to the City under a Lease Agreement dated as of January 1, 2022 (the “Lease”), under which the City has agreed to pay semiannual Lease Payments as the rental for the Leased Property thereunder.

5. The lease payments made by the City under the Lease have been assigned by the Authority to the Trustee for the security of the Bonds under an Assignment Agreement dated as of January 1, 2022, between the Authority as assignor and the Trustee as assignee.

6. In order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and to secure the payment of the principal thereof, premium (if any) and interest thereon, the Authority has authorized the execution and delivery of this Indenture.

7. The Authority has found and determines, and hereby affirms, that all acts and proceedings required by law necessary to make the Bonds, when executed by the

Authority, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal special obligations of the Authority, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of this Indenture have been in all respects duly authorized.

A G R E E M E N T :

In order to secure the payment of the principal of and the interest and redemption premium (if any) on all the Outstanding Bonds under this Indenture according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the Owners thereof, and for other valuable considerations, the receipt of which is hereby acknowledged, the Authority and the Trustee do hereby covenant and agree with one another, for the benefit of the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

SECTION 1.01. *Definitions.* Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms defined in Appendix A attached to this Indenture have the respective meanings specified in that Appendix when used in this Indenture.

SECTION 1.02. *Authorization.* Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Indenture, and has taken all actions necessary to authorize the execution hereof by the officers and persons signing it.

SECTION 1.03. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

THE BONDS

SECTION 2.01. *Authorization of Bonds.* The Authority has reviewed all proceedings heretofore taken and has found, as a result of such review, and hereby finds and determines that all things, conditions and acts required by law to exist, happen or be performed precedent to and in connection with the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Authority is now duly empowered, under each and every requirement of law, to issue the Bonds in the manner and form provided in this Indenture.

The Authority hereby authorizes the issuance of Bonds in the aggregate principal amount of \$_____ under the Bond Law for the purposes of providing funds to pay the Site Lease Payment to the City and thereby provide funds to finance the Project. The Bonds are authorized and issued under, and are subject to the terms of, this Indenture and the Bond Law. The Bonds are designated as the "Ukiah Public Financing Authority Lease Revenue Bonds, Series 2022 (Capital Projects)."

SECTION 2.02. *Terms of the Bonds.*

(a) Payment Provisions. The Bonds shall be issued in fully registered form without coupons in denominations of \$5,000 or any integral multiple thereof, so long as no Bond has more than one maturity date. The Bonds shall mature on April 1 in each of the years and in the amounts, and bear interest (calculated on the basis of a 360-day year of twelve 30-day months) at the rates, as follows:

Maturity Date <u>(April 1)</u>	Principal <u>Amount</u>	Interest <u>Rate</u>
-----------------------------------	----------------------------	-------------------------

Interest on the Bonds is payable from the Interest Payment Date next preceding the date of authentication thereof unless:

- (a) a Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it will bear interest from such Interest Payment Date,
- (b) a Bond is authenticated on or before the first Record Date, in which event interest thereon will be payable from the Closing Date, or
- (c) interest on any Bond is in default as of the date of authentication thereof, in which event interest thereon will be payable from the date to which interest has been paid in full, payable on each Interest Payment Date.

Interest is payable on each Interest Payment Date to the persons in whose names the ownership of the Bonds is registered on the Registration Books at the close of business on the immediately preceding Record Date, except as provided below. Interest on any Bond which is not punctually paid or duly provided for on any Interest Payment Date is payable to the person in whose name the ownership of such Bond is registered on the Registration Books at the close of business on a special record date for the payment of such defaulted interest to be fixed by the Trustee, notice of which is given to such Owner by first-class mail not less than 10 days prior to such special record date.

The Trustee will pay interest on the Bonds by check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Owners of the Bonds at their respective addresses shown on the Registration Books as of the close of business on the preceding Record Date. At the written request of the Owner of Bonds in an aggregate principal amount of at least \$1,000,000, which written request is on file with the Trustee as of any Record Date, the Trustee will pay interest on such Bonds on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as specified in such written request, which written request will remain in effect until rescinded in writing by the Owner. The Trustee will pay principal of the Bonds in lawful money of the United States of America by check of the Trustee upon presentation and surrender thereof at the Office of the Trustee.

SECTION 2.03. *Transfer and Exchange of Bonds.*

(a) Transfer. Any Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney of such person, upon surrender of such Bond to the Trustee at its Office for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. The Trustee shall collect from the transferee any tax or other governmental charge on the transfer of any Bonds under this Section 2.03. Whenever any Bond or Bonds shall be surrendered for transfer, the Authority shall execute and the Trustee shall authenticate and deliver to the transferee a new Bond or Bonds of like series, interest rate, maturity and aggregate principal amount in authorized denominations. The Authority shall pay the cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer of Bonds.

(b) Exchange. The Bonds may be exchanged at the Office of the Trustee for a like aggregate principal amount of Bonds of other authorized denominations and of the same series, interest rate and maturity. The Trustee shall collect from the transferee any tax or other governmental charge on the exchange of any Bonds under this subsection (b). The Authority shall pay the cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any exchange of Bonds.

(c) Limitations. The Trustee may refuse to transfer or exchange, under the provisions of this Section 2.03, any Bonds selected by the Trustee for redemption under Article IV, or any Bonds during the period established by the Trustee for the selection of Bonds for redemption.

SECTION 2.04. *Book-Entry System.*

(a) Original Delivery. The Bonds will be initially delivered in the form of a separate single fully registered bond (which may be typewritten) for each maturity of the Bonds. Upon initial delivery, the Trustee shall register the ownership of each Bond on the Registration Books in the name of the Nominee. Except as provided in subsection (c), the ownership of all of the Outstanding Bonds shall be registered in the name of the Nominee on the Registration Books.

With respect to Bonds the ownership of which shall be registered in the name of the Nominee, the Authority and the Trustee has no responsibility or obligation to any Depository System Participant or to any person on behalf of which the Nominee holds an interest in the Bonds. Without limiting the generality of the immediately preceding sentence, the Authority and the Trustee has no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Depository System Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository System Participant or any other person, other than a Bond Owner as shown in the Registration Books, of any notice with respect to the Bonds, including any notice of redemption, (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed if the Authority elects to redeem the Bonds in part, (iv) the payment to any Depository System Participant or any other person, other than a Bond Owner as shown in the Registration Books, of any amount with respect to principal, premium, if any, or interest on the Bonds or (v) any consent given or other action taken by the Depository as Owner of the Bonds. The Authority and the Trustee may treat and consider the person in whose name each Bond is registered as the absolute owner of such Bond for the purpose of payment of principal of and premium, if any, and interest on such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers of ownership of such Bond, and for all other purposes whatsoever. The Trustee shall pay the principal of and the interest and premium, if any, on the Bonds only to the respective Owners or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to payment of principal of and interest and premium, if any, on the Bonds to the extent of the sum or sums so paid. No person other than a Bond Owner shall receive a Bond evidencing the obligation of the Authority to make payments of principal, interest and premium, if any, under this Indenture. Upon delivery by the Depository to the Authority of written notice to the effect that the Depository has determined to substitute a new Nominee in its place, and subject to the provisions herein with respect to Record Dates, such new nominee shall become the Nominee hereunder

for all purposes; and upon receipt of such a notice the Authority shall promptly deliver a copy of the same to the Trustee.

(b) Representation Letter. In order to qualify the Bonds for the Depository's book-entry system, the Authority shall execute and deliver to such Depository a letter representing such matters as shall be necessary to so qualify the Bonds. The execution and delivery of such letter shall not in any way limit the provisions of subsection (a) above or in any other way impose upon the Authority or the Trustee any obligation whatsoever with respect to persons having interests in the Bonds other than the Bond Owners. Upon the written acceptance by the Trustee, the Trustee shall agree to take all action reasonably necessary for all representations of the Trustee in such letter with respect to the Trustee to at all times be complied with. In addition to the execution and delivery of such letter, the Authority may take any other actions, not inconsistent with this Indenture, to qualify the Bonds for the Depository's book-entry program.

(c) Transfers Outside Book-Entry System. If either (i) the Depository determines not to continue to act as Depository for the Bonds, or (ii) the Authority determines to terminate the Depository as such, then the Authority shall thereupon discontinue the book-entry system with such Depository. In such event, the Depository shall cooperate with the Authority and the Trustee in the issuance of replacement Bonds by providing the Trustee with a list showing the interests of the Depository System Participants in the Bonds, and by surrendering the Bonds, registered in the name of the Nominee, to the Trustee on or before the date such replacement Bonds are to be issued. The Depository, by accepting delivery of the Bonds, agrees to be bound by the provisions of this subsection (c). If, prior to the termination of the Depository acting as such, the Authority fails to identify another Securities Depository to replace the Depository, then the Bonds shall no longer be required to be registered in the Registration Books in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging Bonds shall designate, in accordance with the provisions hereof.

If the Authority determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Authority may notify the Depository System Participants of the availability of such certificated Bonds through the Depository. In such event, the Trustee will issue, transfer and exchange Bonds as required by the Depository and others in appropriate amounts; and whenever the Depository requests, the Trustee and the Authority shall cooperate with the Depository in taking appropriate action (y) to make available one or more separate certificates evidencing the Bonds to any Depository System Participant having Bonds credited to its account with the Depository, or (z) to arrange for another Securities Depository to maintain custody of a single certificate evidencing such Bonds, all at the Authority's expense.

(d) Payments to the Nominee. Notwithstanding any other provision of this Indenture to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to principal of and interest and premium, if any, on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the letter described in subsection (b) of this Section or as otherwise instructed by the Depository.

SECTION 2.05. *Registration Books.* The Trustee will keep or cause to be kept, at the Office of the Trustee, sufficient records for the registration and transfer of ownership of the Bonds, which shall upon reasonable notice as agreed to by the Trustee, be open to

inspection during regular business hours by the Authority; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such records, the ownership of the Bonds as hereinbefore provided.

SECTION 2.06. *Form and Execution of Bonds.* The Bonds, the form of Trustee's certificate of authentication, and the form of assignment to appear thereon, are set forth in Appendix B attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

The Treasurer of the Authority or other Authorized Representative with authority to do so shall execute, and the Secretary of the Authority shall attest each Bond. Either or both of such signatures may be made manually or may be affixed by facsimile thereof. If any officer whose signature appears on any Bond ceases to be such officer before the Closing Date, such signature will nevertheless be as effective as if the officer had remained in office until the Closing Date. Any Bond may be signed and attested on behalf of the Authority by such persons as at the actual date of the execution of such Bond are the proper officers of the Authority, duly authorized to execute debt instruments on behalf of the Authority, although on the date of such Bond any such person was not an officer of the Authority.

Only those Bonds bearing a certificate of authentication in the form set forth in Appendix B, manually executed and dated by the Trustee, are valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of the Trustee is conclusive evidence that such Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

SECTION 2.07. *Bonds Mutilated, Lost, Destroyed or Stolen.* If any Bond is mutilated, the Authority, at the expense of the Owner of such Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. The Trustee shall cancel every mutilated Bond surrendered to it and deliver such mutilated Bond to, or upon the order of, the Authority. If any Bond is lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence is satisfactory and if indemnity satisfactory to the Trustee is given, the Authority, at the expense of the Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen. The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Bond issued under this Section and of the expenses which may be incurred by the Trustee in connection therewith. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen will constitute an original additional contractual obligation on the part of the Authority whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Indenture with all other Bonds issued under this Indenture.

Notwithstanding any other provision of this Section 2.07, in lieu of delivering a new Bond for which principal has become due for a Bond which has been mutilated, lost, destroyed or stolen, the Trustee may make payment of such Bond in accordance with its terms upon receipt of indemnity satisfactory to the Trustee.

ARTICLE III

ISSUANCE OF BONDS; APPLICATION OF PROCEEDS

SECTION 3.01. *Issuance of the Bonds.* At any time after the execution of this Indenture, the Authority may execute and the Trustee shall authenticate and, upon the Written Request of the Authority, deliver the Bonds to the Original Purchaser upon receipt of payment of the purchase price for the Bonds.

SECTION 3.02. *Application of Proceeds of Sale of Bonds .* Upon the receipt of payment for the Bonds on the Closing Date in the amount of \$_____, (representing the aggregate principal amount thereof (\$_____), plus original issuance premium of \$_____, less an Underwriter's discount of \$_____), the Trustee shall deposit the proceeds thereof into a temporary account, which shall be disbursed in full on the Closing Date (whereupon said temporary account shall be closed) as follows:

- (a) The Trustee shall wire transfer to the City the amount of \$_____, constituting the remainder of such proceeds, to be held by the City in the Project Fund.
- (b) The Trustee shall deposit the amount of \$_____ into the Reserve Fund.
- (c) The Trustee shall deposit the amount of \$_____ into the Costs of Issuance Fund.

SECTION 3.03. *Establishment and Application of Costs of Issuance Fund.* The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Costs of Issuance Fund" into which the Trustee shall deposit a portion of the proceeds of sale of the Bonds under Section 3.02(c). The Trustee shall disburse amounts in the Costs of Issuance Fund from time to time to pay the Costs of Issuance upon submission of a Written Requisition of the Authority stating the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund. The Trustee may conclusively rely on such Written Requisitions and shall be fully protected in relying thereon. On 120 days following issuance of the Bonds, or upon the earlier Written Request of the Authority, the Trustee shall transfer all amounts remaining in the Costs of Issuance Fund to the Bond Fund and shall thereupon close the Costs of Issuance Fund.

SECTION 3.04. *Establishment and Application of Project Fund.* There is hereby established in trust a special fund designated the "Project Fund," which will be held by the Trustee and which will be kept separate and apart from all other funds and moneys held by the Trustee into which the Trustee shall deposit a portion of the proceeds of sale of the Bonds under Section 3.02(a). The Trustee shall disburse amounts in the Project Fund

from time to time to pay the Project Costs upon submission of a Written Requisition of the Authority stating the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund. The Trustee may conclusively rely on such Written Requisitions and shall be fully protected in relying thereon.

Upon the receipt of a Written Certificate of the City stating that the Project has been completed and that no further amounts are required to be disbursed from the Project Fund to pay Project Costs, the Trustee will close the Project Fund and transfer any remaining amounts to the Principal Account of the Bond Fund, to be applied as a credit towards the Lease Payments next coming due and payable.

SECTION 3.05. *Validity of Bonds.* The recital contained in the Bonds that the same are issued under the laws of the State of California shall be conclusive evidence of their validity and of compliance with the provisions of law in their issuance.

ARTICLE IV

REDEMPTION OF BONDS

SECTION 4.01. *Terms of Redemption.*

(a) Optional Redemption. The Bonds maturing on or before April 1, 2029, are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after April 1, _____, are subject to redemption in whole, or in part at the election of the Authority among maturities on such basis as shall be designated by the Authority and by lot within a maturity, at the option of the Authority, on any date on or after April 1, _____, from any available source of funds, at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium.

The Authority shall give the Trustee written notice of its intention to redeem Bonds under Section 4.01(a) and Section 4.01(c), and the manner of selecting such Bonds for redemption from among the maturities thereof, in sufficient time to enable the Trustee to give notice of such redemption in accordance with Section 4.03.

(b) The Term Bonds are subject to mandatory redemption in part by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts and on April 1 in the respective years as set forth in the following table; provided, however, that if some but not all of such Term Bonds have been redeemed pursuant to an optional redemption or special mandatory redemption from insurance or condemnation proceeds, the total amount of all future sinking fund payments shall be reduced by the aggregate principal amount of such Bonds so redeemed, to be allocated among such sinking fund payments on a pro rata basis in integral multiples of \$5,000 (as set forth in a schedule provided by the Authority to the Trustee).

Term Bonds Maturing April 1, _____

Sinking Fund Redemption Date (April 1)	Principal Amount To Be Redeemed
_____	_____

(maturity)

(c) Extraordinary Mandatory Redemption. The Bonds are subject to mandatory redemption prior to maturity in whole or in part among maturities as determined by the Authority, on any date, at a redemption price equal to 100% of the principal amount thereof to be redeemed (plus accrued but unpaid interest to the redemption date), without premium, from Net Proceeds received under Section 5.6 of the Lease Agreement and from amounts deposited in the Insurance and Condemnation Fund pursuant to Section 5.07 hereof, and any other funds available for such purpose under this Indenture.

SECTION 4.02. *Selection of Bonds for Redemption.* Whenever provision is made in this Indenture for the redemption of less than all of the Bonds, the Bonds shall be selected for redemption on a pro-rata basis among outstanding maturities or as otherwise directed by the Authority. For purposes of such selection, the Trustee shall treat each Bond as consisting of separate \$5,000 portions and each such portion shall be subject to redemption as if such portion were a separate Bond.

SECTION 4.03. *Notice of Redemption; Rescission.* The Trustee shall mail notice of redemption of the Bonds by first class mail, postage prepaid, not less than 20 nor more than 60 days before any redemption date, to the respective Owners of any Bonds designated for redemption at their addresses appearing on the Registration Books and to one or more Securities Depositories and to the Information Services. Each notice of redemption shall state the date of the notice, the redemption date, the place or places of redemption, whether less than all of the Bonds (or all Bonds of a single maturity) are to be redeemed, the CUSIP numbers and (in the event that not all Bonds within a maturity are called for redemption) Bond numbers of the Bonds to be redeemed and the maturity or maturities of the Bonds to be redeemed, and in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each such notice shall also state that on the redemption date there will become due and payable on each of said Bonds the redemption price thereof, and that from and after such redemption date interest thereon shall cease to accrue, and shall require that such Bonds be then surrendered. Neither the failure to receive any notice nor any defect therein shall affect the sufficiency of the proceedings for such redemption or the cessation of accrual of interest from and after the redemption date. Notice of redemption of Bonds shall be given by the Trustee, at the expense of the Authority, for and on behalf of the Authority.

The Authority has the right to rescind any notice of the redemption of Bonds under Section 4.01(a) by written notice to the Trustee on or prior to the dated fixed for redemption. Any notice of optional redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default. The Authority and the Trustee have no liability to the Bond Owners or any other party related to or arising from such rescission of redemption. The Trustee shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this Section.

SECTION 4.04. *Partial Redemption of Bonds.* Upon surrender of any Bonds redeemed in part only, the Authority shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Authority, a new Bond or Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bonds surrendered.

SECTION 4.05. *Effect of Redemption.* Notice of redemption having been duly given as aforesaid, and moneys for payment of the redemption price of, together with interest accrued to the date fixed for redemption on, including any applicable premium, the Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the Bonds (or portions thereof) so called for redemption shall become due and payable, interest on the Bonds so called for redemption shall cease to accrue, said Bonds (or portions thereof) shall cease to be entitled to any benefit or security under this Indenture, and the Owners of said Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof.

All Bonds redeemed under the provisions of this Article shall be canceled by the Trustee upon surrender thereof and destroyed in accordance with the retention policy of the Trustee then in effect.

ARTICLE V

REVENUES; FUNDS AND ACCOUNTS; PAYMENT OF PRINCIPAL AND INTEREST

SECTION 5.01. *Security for the Bonds; Bond Fund.*

(a) Pledge of Revenues and Other Amounts. Subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein, all of the Revenues and all amounts (including proceeds of the sale of the Bonds) held in any fund or account established under this Indenture are hereby pledged to secure the payment of the principal of and interest and premium (if any) on the Bonds in accordance with their terms and the provisions of this Indenture. Said pledge constitutes a lien on and security interest in the Revenues and such amounts and shall attach, be perfected and be valid and binding from and after the Closing Date, without the need for any physical delivery thereof or further act.

(b) Assignment to Trustee. Under the Assignment Agreement, the Authority has transferred to the Trustee all of the rights of the Authority in the Lease (other than the rights of the Authority under Sections 4.5, 5.10, 7.3 and 8.4 thereof). The Trustee is entitled to collect and receive all of the Revenues, and any Revenues collected or received by the Authority shall be deemed to be held, and to have been collected or received, by the Authority as the agent of the Trustee and shall forthwith be paid by the Authority to the Trustee. The Trustee is also entitled to and shall, subject to the provisions of Article VIII, take all steps, actions and proceedings which the Trustee determines to be reasonably necessary in its judgment to enforce, either jointly with the Authority or separately, all of the rights of the Authority and all of the obligations of the City under the Lease.

(c) Deposit of Revenues in Bond Fund. All Revenues shall be promptly deposited by the Trustee upon receipt thereof in a special fund designated as the "Bond Fund" which the Trustee shall establish, maintain and hold in trust; except that all moneys received by the Trustee and required hereunder or under the Lease to be deposited in the Redemption Fund or the Insurance and Condemnation Fund shall be promptly deposited in such funds. All Revenues deposited with the Trustee shall be held, disbursed, allocated and applied by the Trustee only as provided in this Indenture. Any surplus remaining in the Bond Fund, after payment in full of (i) the principal of and interest on the Bonds or provision therefore under Article X, and (ii) any applicable fees and expenses to the Trustee, shall be withdrawn by the Trustee and remitted to the City.

SECTION 5.02. *Allocation of Revenues.* On or before each Interest Payment Date, the Trustee shall transfer from the Bond Fund and deposit into the following respective accounts (each of which the Trustee shall establish and maintain within the Bond Fund), the following amounts in the following order of priority:

- (a) Deposit to Interest Account. The Trustee shall deposit in the Interest Account an amount required to cause the aggregate amount on deposit in the Interest Account to be at least equal to the amount of interest becoming due and payable on such Interest Payment Date on all Bonds then Outstanding.
- (b) Deposit to Principal Account. The Trustee shall deposit in the Principal Account an amount required to cause the aggregate amount on deposit in the Principal Account to equal the principal amount of the Bonds coming due and payable on such Interest Payment Date.

SECTION 5.03. *Application of Interest Account.* All amounts in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying interest on the Bonds as it comes due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity).

SECTION 5.04. *Application of Principal Account.* All amounts in the Principal Account shall be used and withdrawn by the Trustee solely to pay the principal amount of the Bonds at their respective maturity dates.

SECTION 5.05. *Reserve Fund.* The Trustee shall establish a special fund designated as the "Reserve Fund" to be held by the Trustee in trust for the benefit of the Authority and the Owners of the Bonds, and applied solely as provided herein. Moneys in the Reserve Fund in the amount of the Reserve Requirement as calculated from time to time shall be held in trust as a reserve for the payment when due of the Lease Payments on behalf of the Authority. The Authority may replace moneys in the Reserve Fund may be replaced by a Qualified Reserve Fund Credit Instrument at any time.

In the event the Reserve Fund is at any time maintained in cash rather than in the form of a Qualified Reserve Fund Credit Instrument, the Trustee shall retain in the Reserve Fund all earnings on the investment of amounts therein to the extent required to maintain the full amount of the Reserve Requirement on deposit in the Reserve Fund. All amounts on deposit in the Reserve Fund in excess of the Reserve Requirement as calculated from time to time, and all amounts derived from the investment of amounts in the Reserve Fund which are not required to be retained therein to maintain the Reserve Requirement, shall be transferred by the Trustee to the Bond Fund semiannually on the sixth (6th) Business Day prior to each Interest Payment Date.

(b) Application of Reserve Fund. If five (5) Business Days prior to any Interest Payment Date the moneys available in the Bond Fund do not equal the amount of the Lease Payment then coming due and payable, the Trustee shall apply the moneys available in the Reserve Fund to make such payments on behalf of the Authority by transferring the amount necessary for this purpose to the Bond Fund.

If there is no Qualified Reserve Fund Credit Instrument, then the Trustee shall apply the moneys available in the Reserve Fund to make such payments on behalf of the Authority by transferring the amount necessary for this purpose to the Bond Fund. Upon receipt of any delinquent Lease Payment with respect to which moneys have been advanced from the Reserve Fund, such Lease Payment shall be deposited in the Reserve Fund as needed to provide the Reserve Requirement, to the extent of such advance.

If on any Interest Payment Date, the moneys on deposit in the Reserve Fund and the Bond Fund are sufficient to pay or prepay all Outstanding Bonds, including all principal, interest and prepayment premiums (if any) thereon, the Trustee shall, upon the written request of the Authority, transfer all amounts then on deposit in the Reserve Fund to the Bond Fund to be applied for such purpose to the payment of the Lease Payments on behalf of the Authority. Any amounts remaining in the Reserve Fund (including any account therein) on the date of payment in full, or provision for such payment as provided in Section 10.01, of all obligations represented by the Outstanding Bonds and upon all amounts then due and owing to the Trustee, shall be withdrawn by the Trustee and at the written request of the Authority applied towards such payment or paid to the Authority.

SECTION 5.06. *Application of Redemption Fund.* The Trustee shall establish and maintain the Redemption Fund, into which the Trustee shall deposit a portion of the Revenues received, in accordance with a Written Request of the Authority, amounts in which shall be used and withdrawn by the Trustee solely for the purpose of paying the principal and premium (if any) of the Bonds to be redeemed under Section 4.01(a) or (c); *provided, however*, that at any time prior to the selection of Bonds for redemption, the Trustee may apply such amounts to the purchase of Bonds at public or private sale, when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Account) as shall be directed under a Written Request of the Authority, except that the purchase price (exclusive of accrued interest) may not exceed the redemption price then applicable to the Bonds. The Trustee shall be entitled to conclusively rely on any Written Request of the Authority received under this Section, and shall be fully protected in relying thereon.

SECTION 5.07. *Insurance and Condemnation Fund.*

(a) Establishment of Fund. Upon the receipt of proceeds of insurance or eminent domain with respect to the Leased Property, the Trustee shall establish and maintain an Insurance and Condemnation Fund, to be held and applied as hereinafter set forth in this Section 5.07.

(b) Deposit of Proceeds. Any Net Proceeds of insurance and eminent domain awards with respect to the Leased Property collected by the City or the Authority in accordance with Article VI of the Lease will be deposited by the Trustee promptly upon receipt thereof in the Insurance and Condemnation Fund.

(c) Application of Proceeds. Net Proceeds deposited in the Insurance and Condemnation Fund will be used, as directed by the City, either (i) to replace, repair, restore, modify or improve the Leased Property if the City determines that such is economically feasible or in the best interests of the City, or (ii) to the extent not so used, to prepay the Lease Payments on the next optional prepayment date, and thereby redeem outstanding Bonds pursuant to optional redemption.

Any proceeds of an insurance or eminent domain award deposited in the Insurance and Condemnation Fund to be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Leased Property by the City, or to replace any Leased Property taken in eminent domain proceedings, shall be applied upon receipt of a Written Request of the City which: (i) states with respect to each payment to be made (A) the requisition number, (B) the name and address of the

person to whom payment is due, (C) the amount to be paid and (D) that each obligation mentioned therein has been properly incurred, is a proper charge against the Insurance and Condemnation Fund and has not been the basis of any previous withdrawal; and (ii) specifies in reasonable detail the nature of the obligation. Any balance of the proceeds remaining after such work has been completed as certified by the City under a Written Certificate to the Trustee shall be paid to the City. The Trustee shall be entitled to conclusively rely on any Written Request or Written Certificate received under this subsection (c) of this Section 5.07 and in each case, shall be fully protected in relying thereon.

Notwithstanding the foregoing, however, in the event of condemnation, damage or destruction of the Leased Property in full, the Net Proceeds of such insurance are required to be used by the City to redeem the Bonds in full; except that, if such proceeds and other amounts available under this Indenture are not sufficient to redeem outstanding Bonds in full, the City is required to rebuild or replace the Leased Property.

SECTION 5.08. *Investments.* All moneys in any of the funds or accounts established with the Trustee under this Indenture shall be invested by the Trustee solely in Permitted Investments. Such investments shall be directed by the Authority in a Written Request of the Authority filed with the Trustee at least two Business Days in advance of the making of such investments. In the absence of any such directions from the Authority, the Trustee shall invest any such moneys in Permitted Investments which constitute money market funds. Permitted Investments purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account. To the extent Permitted Investments are registrable, such Permitted Investments must be registered in the name of the Trustee.

All amounts in any of the funds or accounts established with the City under this Indenture shall be invested by the City solely in investments which are authorized for the investment of such funds under the applicable laws of the State of California and under the adopted investment policy of the City.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the Bond Fund, *provided, however*, that earnings on the investment of the amount in the Project Fund shall be retained therein. For purposes of acquiring any investments hereunder, the Trustee may commingle funds held by it hereunder. The Trustee or any of its affiliates may act as principal or agent in the acquisition or disposition of any investment and may impose its customary charges therefor. The Trustee shall incur no liability for losses arising from any investments made under this Section 5.08.

The Trustee may make any investments hereunder through its own bond or investment department or trust investment department, or those of its parent or any affiliate. The Trustee or any of its affiliates may act as sponsor, advisor or manager in connection with any investments made by the Trustee hereunder. The Trustee is hereby authorized, in making or disposing of any investment permitted by this Section, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or such affiliate is acting as an agent of the Trustee or for any third person or is dealing as a principal for its own account.

The Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations of security transactions as they occur, the Authority will not receive such confirmations to the extent permitted by law. The Trustee will furnish the Authority a periodic cash transaction statements which shall include detail for all investment transactions made by the Trustee hereunder.

Except as otherwise provided hereunder or agreed in writing among the parties hereto, the Authority shall retain the authority to institute, participate and join in any plan or reorganization, readjustment, merger or consolidation with respect to the issuer of any securities held hereunder, and, in general, to exercise each and every other power or right with respect to each such asset or investment as individuals generally have and enjoy with respect to their own assets and investment, including power to vote upon any securities.

Unless the Authority notifies the Trustee otherwise in writing, the Trustee will provide the obligatory information to the registrant/issuer of any U.S. securities upon their request. Any objection will apply to all securities held in any trust account now and in the future unless the Authority notifies the Trustee in writing of such objection.

SECTION 5.09. *Valuation and Disposition of Investments.*

(a) Except as otherwise provided in subsection (b) of this Section, the Authority covenants that all investments of amounts deposited in any fund or account created by or under this Indenture, or otherwise containing gross proceeds of the Bonds (within the meaning of Section 148 of the Tax Code) shall be acquired, disposed of and valued (as of the date that valuation is required by this Indenture or the Tax Code) at the Fair Market Value thereof as such term is defined in subsection (d) below. The Trustee shall have no duty in connection with the determination of Fair Market Value other than to follow the investment directions of the Authority in any Written Request of the Authority.

(b) Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Tax Code shall be valued at cost thereof, (consisting of present value thereof within the meaning of Section 148 of the Tax Code); provided that the Authority shall inform the Trustee which funds are subject to a yield restriction.

(c) Except for any funds or accounts described in subsection (b), for the purpose of determining the amount in any fund or account established hereunder, the value of Permitted Investments credited to such fund shall be valued by the Trustee at least annually on or before January 1. The Trustee may sell or present for redemption, any Permitted Investment so purchased by the Trustee whenever it is necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investment is credited, and the Trustee shall not be liable or responsible for any loss resulting from any such Permitted Investment.

(d) For purposes of this Section 5.09, the term "Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as

referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, (iii) the investment is a United States Treasury Security -- State and Local Government Series which is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is any commingled investment fund in which the Authority and related parties do not own more than a 10% beneficial interest therein if the return paid by the fund is without regard to the source of the investment. To the extent required by the applicable regulations under the Tax Code, the term "investment" will include a hedge.

(e) To the extent of any valuations made by the Trustee hereunder, the Trustee may utilize and rely upon computerized securities pricing services that may be available to it, including those available through its regular accounting system.

ARTICLE VI

COVENANTS OF THE AUTHORITY

SECTION 6.01. *Punctual Payment.* The Authority shall punctually pay or cause to be paid the principal of and interest and premium (if any) on all the Bonds in strict conformity with the terms of the Bonds and of this Indenture, according to the true intent and meaning thereof, but only out of the Revenues, and other amounts pledged for such payment as provided in this Indenture.

SECTION 6.02. *Extension of Payment of Bonds.* The Authority shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase of such Bonds or by any other arrangement, and in case the maturity of any of the Bonds or the time of payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest thereon which have not been so extended. Nothing in this Section 6.02 limits the right of the Authority to issue Bonds for the purpose of refunding any Outstanding Bonds, and such issuance does not constitute an extension of maturity of the Bonds.

SECTION 6.03. *Against Encumbrances.* The Authority shall not create, or permit the creation of, any pledge, lien, charge or other encumbrance upon the Revenues and other assets pledged or assigned under this Indenture while any of the Bonds are Outstanding, except the pledge and assignment created by this Indenture. Subject to this limitation, the Authority expressly reserves the right to enter into one or more other indentures for any of its corporate purposes, and reserves the right to issue other obligations for such purposes.

SECTION 6.04. *Power to Issue Bonds and Make Pledge and Assignment.* The Authority is duly authorized under law to issue the Bonds and to enter into this Indenture and to pledge and assign the Revenues and other amounts purported to be pledged and assigned, respectively, under this Indenture and under the Assignment Agreement in the manner and to the extent provided in this Indenture and the Assignment Agreement. The Bonds and the provisions of this Indenture are and will be the legal, valid and binding special obligations of the Authority in accordance with their terms, and the Authority and the Trustee shall at all times, subject to the provisions of Article VIII and to the extent permitted by law, defend, preserve and protect said pledge and assignment of Revenues and other assets and all the rights of the Bond Owners under this Indenture against all claims and demands of all persons whomsoever.

SECTION 6.05. *Accounting Records.* The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with industry standards, in which accurate entries shall be made of all transactions made by it relating to the proceeds of Bonds and all funds and accounts established under this Indenture. The Trustee shall make such books of record and account available for inspection by the Authority and the City, during business hours, upon reasonable notice, and under reasonable circumstances.

SECTION 6.06. *Limitation on Additional Obligations.* The Authority covenants that no additional bonds, notes or other indebtedness shall be issued or incurred which are payable out of the Revenues in whole or in part.

SECTION 6.07. *Tax Covenants.*

(a) Private Business Use Limitation. The Authority shall assure that the proceeds of the Bonds are not used in a manner which would cause the Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The Authority may not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The Authority may not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the Bonds or of any other obligations which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date, would have caused the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Tax Code.

(d) Maintenance of Tax Exemption. The Authority shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The Authority shall calculate or cause to be calculated all amounts of excess investment earnings with respect to the Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, at the times and in the manner required under the Tax Code. The Authority shall pay when due an amount equal to excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, such payments to be made from amounts paid by the City for that purpose under Section 4.5(d) of the Lease. The Authority shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Bonds, records of the determinations made under this subsection (e).

(f) Record Retention. Without limiting the requirements of subsection (e) above, the Authority will retain its records of all accounting and monitoring it carries out with respect to the Bonds for at least 3 years after the Bonds mature or are redeemed (whichever is earlier); however, if the Bonds are redeemed and refunded, the Authority will retain its records of accounting and monitoring at least 3 years after the earlier of the maturity or redemption of the obligations that refunded the Bonds.

(g) Compliance with Tax Certificate. The Authority will comply with the provisions of the Tax Certificate and the Use of Proceeds Certificate with respect to the Bonds, which are incorporated herein as if fully set forth herein. The covenants of this Section will survive payment in full or defeasance of the Bonds.

SECTION 6.08. *Enforcement of Lease.* The Trustee shall promptly collect all amounts (to the extent any such amounts are available for collection) due from the City

under the Lease. Subject to the provisions of Article VIII, the Trustee shall enforce, and take all steps, actions and proceedings which the Trustee determines to be reasonably necessary for the enforcement of all of its rights thereunder as assignee of the Authority and for the enforcement of all of the obligations of the City under the Lease.

SECTION 6.09. *Waiver of laws.* The Authority shall not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force that may affect the covenants and agreements contained in this Indenture or in the Bonds, and all benefit or advantage of any such law or laws is hereby expressly waived by the Authority to the extent permitted by law.

SECTION 6.10. *Further Assurances.* The Authority shall make, execute and deliver any and all such further indentures, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Indenture.

SECTION 6.11. *Maintenance of Existence.* The Authority will shall maintain its existence as a joint exercise of powers agency while any Bonds are Outstanding, including by substituting a new member for the Successor Agency to the Redevelopment Agency of the City of Desert Hot Springs if determined to be necessary for compliance with this covenant..

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.01. *Events of Default.* The following events constitute Events of Default hereunder:

- (a) Failure to pay any installment of the principal of any Bonds when due, whether at maturity as therein expressed, by proceedings for redemption, by acceleration, or otherwise.
- (b) Failure to pay any installment of interest on the Bonds when due.
- (c) Failure by the Authority to observe and perform any of the other covenants, agreements or conditions on its part contained in this Indenture or in the Bonds, if such failure has continued for a period of 30 days after written notice thereof, specifying such failure and requiring the same to be remedied, has been given to the Authority by the Trustee; provided, however, if in the reasonable opinion of the Authority the failure stated in the notice can be corrected, but not within such 30-day period, such failure shall not constitute an Event of Default if the Authority institutes corrective action within such 30-day period and thereafter diligently and in good faith cures the failure in a reasonable period of time.
- (d) The commencement by the Authority of a voluntary case under Title 11 of the United States Code or any substitute or successor statute.
- (e) The occurrence and continuation of an event of default under and as defined in the Lease.

SECTION 7.02. *Remedies Upon Event of Default.* If any Event of Default occurs, then, and in each and every such case during the continuance of such Event of Default, the Trustee in its discretion may, and upon the written request of the Owners of a majority in aggregate principal amount of the Bonds then outstanding, and upon being indemnified to its satisfaction therefor, the Trustee shall, proceed to protect or enforce its rights or the rights of such Owners by such appropriate action, suit, mandamus or other proceedings as it deems most effectual to protect and enforce any such right, at law or in equity, including but not limited to enforcement of any and all rights granted to the Authority or the Trustee under the Lease.

Any such declaration is subject to the condition that if, at any time after such declaration and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the Authority deposits with the Trustee a sum sufficient to pay all the principal of and installments of interest on the Bonds payment of which is overdue, with interest on such overdue principal at the rate borne by the respective Bonds to the extent permitted by law, and the reasonable fees, charges and expenses (including those of its legal counsel, including the allocated costs of internal attorneys) of the Trustee, and any and all other Events of Default known to the Trustee (other than in the payment

of principal of and interest on the Bonds due and payable solely by reason of such declaration) have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate has been made therefor, then, and in every such case, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, by written notice to the Authority, the City and the Trustee, may, on behalf of the Owners of all of the Bonds, rescind and annul such declaration and its consequences and waive such Event of Default; but no such rescission and annulment shall extend to or shall affect any subsequent Event of Default, or shall impair or exhaust any right or power consequent thereon.

SECTION 7.03. *Application of Revenues and Other Funds After Default.* If an Event of Default occurs and is continuing, all Revenues and any other funds then held or thereafter received by the Trustee under any of the provisions of this Indenture shall be applied by the Trustee in the following order of priority:

- (a) To the payment of reasonable fees, charges and expenses of the Trustee (including reasonable fees and disbursements of its legal counsel including outside counsel and the allocated costs of internal attorneys and fees and expenses of its agents and advisors) incurred in and about the performance of its powers and duties under this Indenture;
- (b) To the payment of the principal of and interest then due on the Bonds (upon presentation of the Bonds to be paid, and stamping or otherwise noting thereon of the payment if only partially paid, or surrender thereof if fully paid) in accordance with the provisions of this Indenture, as follows:

First: To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference;

Second: To the payment to the persons entitled thereto of the unpaid principal of any Bonds which shall have become due, whether at maturity or by acceleration or redemption, with interest on the overdue principal at the rate borne by the respective Bonds (to the extent permitted by law), and, if the amount available shall not be sufficient to pay in full all the Bonds, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the persons entitled thereto, without any discrimination or preference; and

SECTION 7.04. *Trustee to Represent Bond Owners.* The Trustee is hereby irrevocably appointed (and the successive respective Owners of the Bonds, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee) as trustee and true and lawful attorney-in-fact of the Owners of the Bonds for the purpose of exercising and prosecuting on their behalf such rights and remedies as may be available

to such Owners under the provisions of the Bonds, this Indenture and applicable provisions of any law. All rights of action under this Indenture or the Bonds or otherwise may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in the name of the Trustee for the benefit and protection of all the Owners of such Bonds, subject to the provisions of this Indenture.

SECTION 7.05. *Limitation on Bond Owners' Right to Sue.* Notwithstanding any other provision hereof, no Owner of any Bonds has the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under this Indenture, the Lease or any other applicable law with respect to such Bonds, unless (a) such Owner has given to the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of a majority in aggregate principal amount of the Bonds then Outstanding have requested the Trustee in writing to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name; (c) such Owner or Owners have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; (d) the Trustee has failed to comply with such request for a period of 60 days after such written request has been received by, and said tender of indemnity has been made to, the Trustee; and (e) no direction inconsistent with such written request has been given to the Trustee during such 60 day period by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Bonds of any remedy hereunder or under law; it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture or the rights of any other Owners of Bonds, or to enforce any right under the Bonds, this Indenture, the Lease or other applicable law with respect to the Bonds, except in the manner herein provided, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner herein provided and for the benefit and protection of all Owners of the Outstanding Bonds, subject to the provisions of this Indenture.

SECTION 7.06. *Absolute Obligation of Board.* Nothing herein or in the Bonds contained affects or impairs the obligation of the Authority, which is absolute and unconditional, to pay the principal of and interest and premium (if any) on the Bonds to the respective Owners of the Bonds at their respective dates of maturity, or upon acceleration or call for redemption, as herein provided, but only out of the Revenues and other assets herein pledged therefor, or affect or impair the right of such Owners, which is also absolute and unconditional, to enforce such payment by virtue of the contract embodied in the Bonds.

SECTION 7.07. *Termination of Proceedings.* In case any proceedings taken by the Trustee or by any one or more Bond Owners on account of any Event of Default have been discontinued or abandoned for any reason or have been determined adversely to the Trustee or the Bond Owners, then in every such case the Authority, the Trustee and the Bond Owners, subject to any determination in such proceedings, shall be restored to their former positions and rights hereunder, severally and respectively, and all rights,

remedies, powers and duties of the Authority, the Trustee and the Bond Owners shall continue as though no such proceedings had been taken.

SECTION 7.08. *Remedies Not Exclusive.* No remedy herein conferred upon or reserved to the Trustee or to the Owners of the Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

SECTION 7.09. *No Waiver of Default.* No delay or omission of the Trustee or any Owner of the Bonds to exercise any right or power arising upon the occurrence of any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners of the Bonds may be exercised from time to time and as often as may be deemed expedient by the Trustee or the Bond Owners.

SECTION 7.10. *Notice to the Bond Owners of Default.* Upon becoming aware of the occurrence of an Event of Default, but in no event later than five Business Days following becoming aware of such occurrence, the Trustee shall give written notice thereof by first class mail, postage prepaid, to the Owner of each Outstanding Bond, unless such Event of Default has been cured before the giving of such notice; *provided, however* that except in the case of an Event of Default described in Sections 7.01(a) or 7.01(b), the Trustee may elect not to give such notice to the Bond Owners if and so long as the Trustee in good faith determines that it is in the best interests of the Bond Owners not to give such notice.

ARTICLE VIII

THE TRUSTEE

SECTION 8.01. *Duties, Immunities and Liabilities of Trustee.*

(a) The Trustee shall, prior to the occurrence of an Event of Default, and after the curing or waiving of all Events of Default which may have occurred, perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or duties will be read into this Indenture against the Trustee. The Trustee shall, during the existence of any Event of Default (which has not been cured or waived), exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a reasonable corporate trustee would exercise or use.

(b) The City may remove the Trustee at any time, and shall remove the Trustee (i) if at any time requested to do so by an instrument or concurrent instruments in writing signed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding (or their attorneys duly authorized in writing) or (ii) if at any time (A) the Trustee ceases to be eligible in accordance with subsection (e) of this Section 8.01, (B) becomes incapable of acting, (C) is adjudged a bankrupt or insolvent, (D) a receiver of the Trustee or its property is appointed, or (E) any public officer takes control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation. The City may accomplish such removal by giving 30 days written notice to the Trustee, whereupon the City will appoint a successor Trustee by an instrument in writing.

(c) The Trustee may at any time resign and be discharged from its duties and obligations hereunder by giving written notice of such resignation to the Authority and the City, and by giving the Bond Owners notice of such resignation by electronic notice.

(d) Any removal or resignation of the Trustee and appointment of a successor Trustee becomes effective upon acceptance of appointment by the successor Trustee. If no successor Trustee has been appointed and accepted appointment within 30 days following giving notice of removal or notice of resignation as aforesaid, the resigning Trustee, at the expense of the City, or any Owner (on behalf of such Owner and all other Owners) may petition any federal or state court for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture shall signify its acceptance of such appointment by executing and delivering to the City and to its predecessor Trustee a written acceptance thereof, and to the predecessor Trustee an instrument indemnifying the predecessor Trustee for any costs or claims arising during the time the successor Trustee serves as Trustee hereunder, and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless, upon the receipt by the predecessor Trustee of the Request of the City or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as

may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the City will execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the City will mail or cause the successor Trustee to mail, by first class mail postage prepaid, a notice of the succession of such Trustee to the trusts hereunder to each rating agency which then maintains a rating on the Bonds and to the Owners at the addresses shown on the Registration Books. If the City fails to mail such notice within 15 days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the City.

(e) Any Trustee appointed under the provisions of this Section in succession to the Trustee shall (i) be a company or bank having trust powers, (ii) have a corporate trust office in the State of California, (iii) have (or be part of a bank holding company system whose bank holding company has) a combined capital and surplus of at least \$50,000,000, and (iv) be subject to supervision or examination by federal or state authority.

If such bank or company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subsection the combined capital and surplus of such bank or company is deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (e), the Trustee shall resign immediately in the manner and with the effect specified in subsection (c) of this Section.

SECTION 8.02. *Merger or Consolidation.* Any bank or company into which the Trustee may be merged or converted or with which either of them may be consolidated or any bank or company resulting from any merger, conversion or consolidation to which it shall be a party or any bank or company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such bank or company shall be eligible under subsection (e) of Section 8.01, shall be the successor to such Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

SECTION 8.03. *Liability of Trustee.*

(a) The recitals of facts herein and in the Bonds contained shall be taken as statements of the City, and the Trustee assumes no responsibility for the correctness of the same, nor does it have any liability whatsoever therefor, nor does it make any representations as to the validity or sufficiency of this Indenture or of the Bonds nor does it incur any responsibility in respect thereof, other than as expressly stated herein. The Trustee is, however, be responsible for its representations contained in its certificate of authentication on the Bonds. The Trustee is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Trustee is not liable for the acts of any agents of the Trustee selected by it with due care. The Trustee may become the Owner of Bonds with the same rights it would have if they were

not Trustee and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of the Owners, whether or not such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding. The Trustee, either as principal or agent, may engage in or be entrusted in any financial or other transaction with the City.

(b) The Trustee is not liable with respect to any action taken or omitted to be taken by it in accordance with the direction of the Owners of a majority in aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

(c) The Trustee is not liable for any action taken by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture, except for actions arising from the negligence or willful misconduct of the Trustee. The permissive right of the Trustee to do things enumerated hereunder shall not be construed as a mandatory duty.

(d) The Trustee will not be deemed to have knowledge of any Event of Default hereunder unless and until a responsible officer of the Trustee has actual knowledge thereof, or unless and until a responsible officer of the Trustee has received written notice thereof at its Office. Except as otherwise expressly provided herein, the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements herein or of any of the documents executed in connection with the Bonds, or as to the existence of an Event of Default hereunder or thereunder. The Trustee shall not be responsible for the City's payment of principal and interest on the Bonds, the City's observance or performance of any other covenants, conditions or terms contained herein, or the validity or effectiveness of any collateral given to or held by it. Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, the Trustee is not responsible for reviewing the contents of any financial statements furnished to the Trustee and may rely conclusively on the Certificate of the City accompanying such financial statements to establish the City's compliance with its financial covenants hereunder.

(e) No provision in this Indenture requires the Trustee to risk or expend its own funds or otherwise incur any financial liability hereunder. The Trustee is entitled to receive interest on any moneys advanced by it hereunder, at the maximum rate permitted by law.

(f) The Trustee may establish additional accounts or subaccounts of the funds established hereunder as the Trustee deems necessary or prudent in furtherance of its duties under this Indenture.

(g) The Trustee has no responsibility or liability whatsoever with respect to any information, statement, or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds, nor shall the Trustee have any obligation to review any such material, and any such review by the Trustee will not be deemed to create any obligation, duty or liability on the part of the Trustee.

(h) Before taking any action under Article VIII hereof the Trustee may require indemnity satisfactory to the Trustee be furnished to it to hold the Trustee harmless from any expenses whatsoever and to protect it against any liability it may incur hereunder.

(i) The immunities extended to the Trustee also extend to its directors, officers, employees and agents.

(j) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty.

(k) The Trustee may execute any of the trusts or powers hereof and perform any of its duties through attorneys, agents and receivers and shall not be answerable for the conduct of the same if appointed by it with reasonable care.

(l) The Trustee will not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy or terrorists, acts of a government, acts of civil or military authority, acts of the other party, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to any project refinanced with the proceeds of the Bonds, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Trustee.

(m) The Trustee shall not be accountable for the use or application by the Borrower of any of the Bonds or the proceeds thereof or for the use or application of any money paid over by the Trustee in accordance with the provisions of this Indenture or for the use and application of money received by any paying agent.

(n) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City, whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit

such Instructions to the Trustee and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

SECTION 8.04. *Right to Rely on Documents.* The Trustee is protected in acting upon any notice, resolution, requisition, request, consent, order, certificate, report, opinion or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, including, without limitation, Bond Counsel or other counsel of or to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustee hereunder in accordance therewith.

The Trustee is not bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and such person's title thereto is established to the satisfaction of the Trustee.

Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Certificate of the City, which shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Indenture in reliance upon such Certificate, but in its discretion the Trustee may (but has no duty to), in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable. The Trustee may conclusively rely on any certificate or report of any Independent Accountant appointed by the City.

SECTION 8.05. *Preservation and Inspection of Documents.* The Trustee shall retain in its possession all documents received by it under the provisions of this Indenture, which are subject during normal business hours, and upon reasonable prior written notice, to the inspection of the City and any Owner, and their agents and representatives duly authorized in writing.

SECTION 8.06. *Compensation and Indemnification.* Absent any agreement to the contrary, the City shall pay to the Trustee from time to time compensation for all services rendered under this Indenture and also all expenses, charges, legal and consulting fees and other disbursements and those of its attorneys (including any allocated costs of

internal counsel), agents and employees, incurred in and about the performance of its powers and duties under this Indenture.

The City further covenants to indemnify the Trustee and its officers, directors, agents and employees, against any loss, expense (including legal fees and expenses), suits, claims, judgments, damages and liabilities, whether or not litigated, which it may incur arising out of or in the exercise and performance of its powers and duties hereunder, including the costs and expenses of defending against any claim of liability and of enforcing any remedies hereunder and under any related documents, but excluding any and all losses, expenses and liabilities which are due to the negligence or willful misconduct of the Trustee, its officers, directors, agents or employees. The obligations of the City under this Section 8.06 shall survive resignation or removal of the Trustee under this Indenture and payment of the Bonds and discharge of this Indenture.

When the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Upon an Event of Default, and only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of and premium, if any, and interest on any Bond, upon the trust estate for the foregoing fees, charges and expenses incurred by it.

SECTION 8.07. *Accounting Records and Financial Statements.* The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with industry standards, in which complete and accurate entries shall be made of all transactions made by it relating to the proceeds of the Bonds and all funds and accounts established and held by the Trustee under this Indenture. Such books of record and account shall be available for inspection by the City at reasonable hours, during regular business hours, with reasonable prior notice and under reasonable circumstances. The Trustee shall furnish to the City, at least semiannually, an accounting (which may be in the form of its customary account statements) of all transactions relating to the proceeds of the Bonds and all funds and accounts held by the Trustee under this Indenture.

ARTICLE IX

MODIFICATION OR AMENDMENT HEREOF

SECTION 9.01. *Amendments Permitted.*

(a) Amendments With Bond Owner Consent. This Indenture and the rights and obligations of the Authority and of the Owners of the Bonds and of the Trustee may be modified or amended from time to time and at any time by Supplemental Indenture, which the Authority and the Trustee may enter into when the written consents of the Owners of a majority in aggregate principal amount of all Bonds then Outstanding are filed with the Trustee. No such modification or amendment may (i) extend the fixed maturity of any Bonds, or reduce the amount of principal thereof or extend the time of payment, or change the method of computing the rate of interest thereon, or extend the time of payment of interest thereon, without the consent of the Owner of each Bond so affected, or (ii) reduce the aforesaid percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or permit the creation of any lien on the Revenues and other assets pledged under this Indenture prior to or on a parity with the lien created by this Indenture except as permitted herein, or deprive the Owners of the Bonds of the lien created by this Indenture on such Revenues and other assets (except as expressly provided in this Indenture), without the consent of the Owners of all of the Bonds then Outstanding. It is not necessary for the consent of the Bond Owners to approve the particular form of any Supplemental Indenture, but it is sufficient if such consent approves the substance thereof.

(b) Amendments Without Owner Consent. This Indenture and the rights and obligations of the Authority, of the Trustee and the Owners of the Bonds may also be modified or amended from time to time and at any time by a Supplemental Indenture, which the Authority and the Trustee may enter into without the consent of any Bond Owners, if the Trustee has been furnished an opinion of counsel that the provisions of such Supplemental Indenture shall not materially adversely affect the interests of the Owners of the Bonds, including, without limitation, for any one or more of the following purposes:

- (i) to add to the covenants and agreements of the Authority in this Indenture contained, other covenants and agreements thereafter to be observed, to pledge or assign additional security for the Bonds (or any portion thereof), or to surrender any right or power herein reserved to or conferred upon the Authority;
- (ii) to cure any ambiguity, inconsistency or omission, or to cure or correct any defective provision, contained in this Indenture, or in regard to matters or questions arising under this Indenture, as the Authority deems necessary or desirable, provided that such modification or amendment does not materially adversely affect the interests of the Bond Owners, in the opinion of Bond Counsel filed with the Trustee;
- (iii) to modify, amend or supplement this Indenture in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939,

as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute;

- (iv) to facilitate the issuance of additional obligations which are payable from additional rental payments under the Lease; or
- (v) to modify, amend or supplement this Indenture in such manner as to assure that the interest on the Bonds remains excluded from gross income under the Tax Code.

(c) Limitation. The Trustee is not obligated to enter into any Supplemental Indenture authorized by subsections (a) or (b) of this Section 9.01 which materially adversely affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

(d) Bond Counsel Opinion Requirement. Prior to the Trustee entering into any Supplemental Indenture hereunder, the Authority shall deliver to the Trustee an opinion of Bond Counsel stating, in substance, that such Supplemental Indenture has been adopted in compliance with the requirements of this Indenture.

(e) Notice of Amendments. The Authority shall deliver or cause to be delivered a draft of any Supplemental Indenture to each rating agency which then maintains a rating on the Bonds, at least 10 days prior to the effective date of such Supplemental Indenture under this Section 9.01.

SECTION 9.02. *Effect of Supplemental Indenture.* Upon the execution of any Supplemental Indenture under this Article IX, this Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Authority, the Trustee and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

SECTION 9.03. *Endorsement of Bonds; Preparation of New Bonds.* Bonds delivered after the execution of any Supplemental Indenture under this Article may, and if the Authority so determines shall, bear a notation by endorsement or otherwise in form approved by the Authority as to any modification or amendment provided for in such Supplemental Indenture, and, in that case, upon demand on the Owner of any Bonds Outstanding at the time of such execution and presentation of his Bonds for the purpose at the Office of the Trustee or at such additional offices as the Trustee may select and designate for that purpose, a suitable notation shall be made on such Bonds. If the Supplemental Indenture shall so provide, new Bonds so modified as to conform, in the opinion of the Authority, to any modification or amendment contained in such Supplemental Indenture, shall be prepared and executed by the Authority and authenticated by the Trustee, and upon demand on the Owners of any Bonds then Outstanding shall be exchanged at the Office of the Trustee, without cost to any Bond Owner, for Bonds then Outstanding, upon surrender for cancellation of such Bonds, in equal aggregate principal amount of the same maturity.

SECTION 9.04. *Amendment of Particular Bonds.* The provisions of this Article IX do not prevent any Bond Owner from accepting any amendment as to the particular Bonds held by such Owner.

ARTICLE X

DEFEASANCE

SECTION 10.01. *Discharge of Indenture.* Any or all of the Outstanding Bonds may be paid by the Authority in any of the following ways, provided that the Authority also pays or causes to be paid any other sums payable hereunder by the Authority:

- (a) by paying or causing to be paid the principal of and interest on such Bonds, as and when the same become due and payable;
- (b) by depositing with the Trustee or an escrow agent, at or before maturity, money or securities in the necessary amount (as provided in Section 10.03) to pay or redeem such Bonds; or
- (c) by delivering all of such Bonds to the Trustee for cancellation.

If the Authority also pays or causes to be paid all other sums payable hereunder by the Authority, then and in that case, at the election of the Authority (evidenced by a Written Certificate of the Authority, filed with the Trustee, signifying the intention of the Authority to discharge all such indebtedness and this Indenture), and notwithstanding that any of such Bonds shall not have been surrendered for payment, this Indenture and the pledge of Revenues and other assets made under this Indenture with respect to such Bonds and all covenants, agreements and other obligations of the Authority under this Indenture with respect to such Bonds shall cease, terminate, become void and be completely discharged and satisfied, subject to Section 10.02. In such event, upon the Written Request of the Authority, the Trustee shall execute and deliver to the Authority all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee shall pay over, transfer, assign or deliver to the City all moneys or securities or other property held by it under this Indenture which are not required for the payment or redemption of any of such Bonds not theretofore surrendered for such payment or redemption. The Trustee is entitled to conclusively rely on any such Written Certificate or Written Request and, in each case, is fully protected in relying thereon.

SECTION 10.02. *Discharge of Liability on Bonds.* Upon the deposit with the Trustee, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 10.03) to pay or redeem any Outstanding Bonds (whether upon or prior to the maturity or the redemption date of such Bonds), provided that, if such Bonds are to be redeemed prior to maturity, notice of such redemption shall have been given as provided in Article IV or provision satisfactory to the Trustee shall have been made for the giving of such notice, then all liability of the Authority in respect of such Bonds shall cease, terminate and be completely discharged, and the Owners thereof shall thereafter be entitled only to payment out of such money or securities deposited with the Trustee as aforesaid for their payment, subject, however, to the provisions of Section 10.04.

The Authority may at any time surrender to the Trustee, for cancellation by Trustee, any Bonds previously issued and delivered, which the Authority may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

SECTION 10.03. *Deposit of Money or Securities with Trustee.* Whenever in this Indenture it is provided or permitted that there be deposited with or held in trust by the Trustee money or securities in the necessary amount to pay or redeem any Bonds, the money or securities so to be deposited or held may include money or securities held by the Trustee in the funds and accounts established under this Indenture and shall be:

- (a) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity, except that, in the case of Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption shall have been given as provided in Article IV or provision satisfactory to the Trustee shall have been made for the giving of such notice, the amount to be deposited or held shall be the principal amount of such Bonds, premium, if any, and all unpaid interest thereon to the redemption date; or
- (b) non-callable Federal Securities, the principal of and interest on which when due will, in the written opinion of an Independent Accountant filed with the City, the Authority and the Trustee, provide money sufficient to pay the principal of and interest and premium (if any) on the Bonds to be paid or redeemed, as such principal, interest and premium become due, provided that in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in Article IV or provision satisfactory to the Trustee has been made for the giving of such notice;

provided, in each case, that (i) the Trustee or escrow agent shall have been irrevocably instructed (by the terms of this Indenture or otherwise) to apply such money to the payment of such principal of and interest on such Bonds, and (ii) the Authority shall have delivered to the Trustee an opinion of Bond Counsel to the effect that such Bonds have been discharged in accordance with this Indenture (which opinion may rely upon and assume the accuracy of the Independent Accountant's opinion referred to above). The Trustee shall be entitled to conclusively rely on such Written Request or opinion and shall be fully protected, in each case, in relying thereon.

SECTION 10.04. *Unclaimed Funds.* Notwithstanding any provisions of this Indenture, any moneys held by the Trustee in trust for the payment of the principal of, or interest on, any Bonds and remaining unclaimed for 2 years after the principal of all of the Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Indenture), if such moneys were so held at such date, or 2 years after the date of deposit of such moneys if deposited after said date when all of the Bonds became due and payable, shall be repaid to the Authority free from the trusts created by this Indenture, and all liability of the Trustee with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the Authority as aforesaid, the Trustee shall (at the cost of the Authority) first mail to the Owners of Bonds which have not yet been paid, at the addresses shown on the Registration Books, a notice, in such form as may be deemed appropriate by the Trustee with respect to the Bonds so payable and not presented and with respect to the provisions relating to the repayment to the Authority of the moneys held for the payment thereof.

ARTICLE XI

MISCELLANEOUS

SECTION 11.01. *Liability of Authority Limited to Revenues* . Notwithstanding anything in this Indenture or in the Bonds contained, the Authority is not required to advance any moneys derived from any source other than the Revenues and other assets pledged under this Indenture for any of the purposes in this Indenture mentioned, whether for the payment of the principal of or interest on the Bonds or for any other purpose of this Indenture. Nevertheless, the Authority may, but is not required to, advance for any of the purposes hereof any funds of the Authority which may be made available to it for such purposes.

SECTION 11.02. *Limitation of Rights to Parties and Bond Owners*. Nothing in this Indenture or in the Bonds expressed or implied is intended or shall be construed to give to any person other than the Authority, the Trustee, the City and the Owners of the Bonds, any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Authority, the Trustee, the City and the Owners of the Bonds.

SECTION 11.03. *Funds and Accounts*. Any fund or account required by this Indenture to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee, either as a fund or an account, and may, for the purposes of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account; but all such records with respect to all such funds and accounts shall at all times be maintained in accordance with industry standards to the extent practicable, and with due regard for the requirements of Section 6.05 and for the protection of the security of the Bonds and the rights of every Owner thereof. The Trustee may establish such funds and accounts as it deems necessary or appropriate to perform its obligations under this Indenture.

SECTION 11.04. *Waiver of Notice; Requirement of Mailed Notice*. Whenever in this Indenture the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. Whenever in this Indenture any notice is required to be given by mail, such requirement may be satisfied by the deposit of such notice in the United States mail, postage prepaid, by first class mail.

SECTION 11.05. *Destruction of Bonds*. Whenever in this Indenture provision is made for the cancellation by the Trustee, and the delivery to the Authority, of any Bonds, the Trustee may, in lieu of such cancellation and delivery, destroy such Bonds as may be allowed by law, and at the written request of the Authority the Trustee shall deliver a certificate of such destruction to the Authority.

SECTION 11.06. *Severability of Invalid Provisions*. If any one or more of the provisions contained in this Indenture or in the Bonds shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be

deemed severable from the remaining provisions contained in this Indenture and such invalidity, illegality or unenforceability shall not affect any other provision of this Indenture, and this Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Authority hereby declares that it would have entered into this Indenture and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Indenture may be held illegal, invalid or unenforceable.

SECTION 11.07. *Notices.* All notices or communications to be given under this Indenture shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, confirmed by telephone, (b) 48 hours after deposit in the United States mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Authority, the City or the Trustee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the City or the Authority:	City of Ukiah Attention: Finance Director 300 Seminary Avenue Ukiah, CA 95482
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If to the Trustee:	The Bank of New York Mellon Trust Company, N.A. Attention: Corporate Trust Administration 100 Pine Street, Suite 3200 San Francisco, California 94111
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SECTION 11.08. *Evidence of Rights of Bond Owners.* Any request, consent or other instrument required or permitted by this Indenture to be signed and executed by Bond Owners may be in any number of concurrent instruments of substantially similar tenor and shall be signed or executed by such Bond Owners in person or by an agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, or of the holding by any person of Bonds transferable by delivery, shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee and the Authority if made in the manner provided in this Section 11.08.

The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer.

The ownership of Bonds shall be proved by the Registration Books.

Any request, consent, or other instrument or writing of the Owner of any Bond shall bind every future Owner of the same Bond and the Owner of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Authority in accordance therewith or reliance thereon.

SECTION 11.09. *Disqualified Bonds.* In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are known by the Trustee to be owned or held by or for the account of the Authority or the City, or by any other obligor on the Bonds, or by any person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority or the City or any other obligor on the Bonds, shall be disregarded and deemed not to be Outstanding for the purpose of any such determination. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee is not a person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority or the City or any other obligor on the Bonds. In case of a dispute as to such right, the Trustee shall be entitled to rely upon the advice of counsel in any decision by Trustee and shall be fully protected in relying thereon.

Upon request, the Authority shall specify to the Trustee those Bonds disqualified under this Section 11.09.

SECTION 11.10. *Money Held for Particular Bonds.* The money held by the Trustee for the payment of the interest, premium, if any, or principal due on any date with respect to particular Bonds (or portions of Bonds in the case of Bonds redeemed in part only) shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Owners of the Bonds entitled thereto, *subject, however,* to the provisions of Section 10.04 but without any liability for interest thereon.

SECTION 11.11. *Waiver of Personal Liability.* No member, officer, agent or employee of the Authority shall be individually or personally liable for the payment of the principal of or interest or premium (if any) on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law or by this Indenture.

SECTION 11.12. *Successor Is Deemed Included in All References to Predecessor.* Whenever in this Indenture either the Authority, the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the Authority, the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

SECTION 11.13. *Execution in Several Counterparts.* This Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Authority and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

SECTION 11.14. *Payment on Non-Business Day.* In the event any payment is required to be made hereunder on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day and with the same effect as if made on such preceding non-Business Day.

SECTION 11.15. *Governing Law.* This Indenture shall be governed by and construed in accordance with the laws of the State of California.

[Remainder of page intentionally left blank. Signatures on next page.]

IN WITNESS WHEREOF, the UKIAH PUBLIC FINANCING AUTHORITY has caused this Indenture to be signed in its name by its Treasurer and attested to by its Secretary, and THE BANK OF NEW YORK MELLON TRUST COMPANY, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

**UKIAH PUBLIC FINANCING
AUTHORITY**

By: _____
Daniel Buffalo
Treasurer

**THE BANK OF NEW YORK MELLON
TRUST COMPANY,
*as Trustee***

By: _____
Authorized Officer

APPENDIX A

DEFINITIONS

“Additional Rental Payments” means the amounts of additional rental which are payable by the City under Section 4.5 of the Lease or which are otherwise identified as Additional Rental Payments under the Lease.

“Assignment Agreement” means the Assignment Agreement dated as of January 1, 2022, between the Authority as assignor and the Trustee as assignee, as originally executed or as thereafter amended.

“Authority” means the Ukiah Public Financing Authority, a joint powers authority duly organized and existing under the Joint Exercise of Powers Agreement, dated as of May 5, 2020, by and between the City and the Industrial Development Authority of the City of Ukiah, creating the Authority, together with any amendments thereof and supplements thereto, and under the laws of the State of California.

“Authorized Representative” (a) with respect to the Authority, the Executive Director, Assistant Executive Director, Treasurer or any other person designated as an Authorized Official of the Authority by its Executive Director, Assistant Executive Director, Treasurer and notified to the City and the Trustee; and (b) with respect to the City, the City Manager, Assistant City Manager, Finance Director, or any other person designated as an Authorized Official the City Manager, Assistant City Manager, Finance Director and notified to the Authority and the Trustee.

“Bond Counsel” means (a) Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys appointed by or acceptable to the Authority of nationally-recognized experience in the issuance of obligations the interest on which is excludable from gross income for federal income tax purposes under the Tax Code.

“Bond Fund” means the fund by that name established and held by the Trustee under Section 5.01.

“Bond Law” means the provisions of Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584 of said Code, as in effect on the Closing Date or as thereafter amended in accordance with its terms.

“Bond Year” means each twelve-month period extending from June 2 in one calendar year to April 1 of the succeeding calendar year, both dates inclusive; except that the first Bond Year commences on the Closing Date and extends to and including April 1, 2022.

“Bonds” means the \$_____ aggregate principal amount of Ukiah Public Financing Authority Lease Revenue Bonds, Series 2022 (Capital Projects) authorized by and at any time Outstanding under the Bond Law and this Indenture.

“Business Day” means a day (other than a Saturday or a Sunday) on which banks are not required or authorized to remain closed in the City in which the Office of the Trustee is located.

“City” means the City of Ukiah, a municipal corporation organized and existing under the laws of the State of California.

“Closing Date” means _____, 2022, being the date of delivery of the Bonds to the Original Purchaser.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the City and the Authority relating to the authorization, issuance, sale and delivery of the Bonds, including but not limited to: Authority formation and administration costs, printing expenses; rating agency fees; filing and recording fees; initial fees, expenses and charges of the Trustee and their respective counsel, including the Trustee’s first annual administrative fee; fees, charges and disbursements of attorneys, financial advisors, accounting firms, consultants and other professionals; fees and charges for preparation, execution and safekeeping of the Bonds; title insurance and other insurance costs, and any other cost, charge or fee in connection with the original issuance of the Bonds.

“Costs of Issuance Fund” means the fund by that name established and held by the Trustee under Section 3.03.

“Depository” means (a) initially, DTC, and (b) any other Securities Depositories acting as Depository under Section 2.04.

“Depository System Participant” means any participant in the Depository’s book-entry system.

“DTC” means The Depository Trust Company, and its successors and assigns.

“Event of Default” means any of the events specified in Section 7.01.

“Excess Investment Earnings” means an amount required to be rebated to the United States of America under Section 148(f) of the Tax Code due to investment of gross proceeds of the Bonds at a yield in excess of the yield on the Bonds.

“Federal Securities” means: (a) any direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), for which the full faith and credit of the United States of America are pledged; (b) obligations of any agency, department or instrumentality of the United States of America, the timely payment of principal and interest on which are directly or indirectly secured or guaranteed by the full faith and credit of the United States of America.

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

“Indenture” means this Indenture of Trust, as originally executed or as it may from time to time be supplemented, modified or amended by any Supplemental Indenture under the provisions hereof.

“Independent Accountant” means any certified public accountant or firm of certified public accountants appointed and paid by the Authority or the City, and who, or each of whom (a) is in fact independent and not under domination of the Authority or the City; (b) does not have any substantial interest, direct or indirect, in the Authority or the City; and (c) is not connected with the Authority or the City as an officer or employee of the Authority or the City but who may be regularly retained to make annual or other audits of the books of or reports to the Authority or the City.

“Information Services” means in accordance with then-current guidelines of the Securities and Exchange Commission, the Electronic Municipal Market Access System (referred to as “EMMA”), a facility of the Municipal Securities Rulemaking Board (at <http://emma.msrb.org>), or such service or services as the Authority may designate in a certificate delivered to the Trustee.

“Insurance and Condemnation Fund” means the fund by that name established and held by the Trustee under Section 5.07.

“Interest Account” means the account by that name established and held by the Trustee in the Bond Fund under Section 5.02.

“Interest Payment Date” means each October 1 and April 1, commencing April 1, 2022 so long as any Bonds remain unpaid.

“Lease” means the Lease Agreement dated as of January 1, 2022, between the Authority as lessor and the City as lessee of the Leased Property, as originally executed and as it may from time to time be supplemented, modified or amended in accordance with the terms thereof and of this Indenture.

“Lease Payment Date” means, with respect to any Interest Payment Date, the 5th Business Day immediately preceding such Interest Payment Date.

“Lease Payments” means the amounts payable by the City under Section 4.3(a) of the Lease, including any prepayment thereof and including any amounts payable upon a delinquency in the payment thereof.

“Leased Property” means the real property described in Appendix A to the Lease, together with all improvements and facilities at any time situated thereon.

“Moody’s” means Moody’s Investors Service, its successors and assigns.

“Net Proceeds” means amounts derived from any policy of property insurance or title insurance with respect to the Leased Property, or the proceeds of any taking of the Leased Property or any portion thereof in eminent domain proceedings (including sale under threat of such proceedings), to the extent remaining after payment therefrom of all expenses incurred in the collection and administration thereof.

“Nominee” means (a) initially, Cede & Co. as nominee of DTC, and (b) any other nominee of the Depository designated under Section 2.04(a).

“Office” means the corporate trust office of the Trustee in San Francisco, California, or such other or additional offices as the Trustee may designate in writing to

the Authority from time to time as the corporate trust office for purposes of the Indenture; except that with respect to presentation of Bonds for payment or for registration of transfer and exchange such term means the office or agency of the Trustee at which, at any particular time, its corporate trust agency and operations business is conducted initially in St. Paul, Minnesota.

“Original Purchaser” means Hilltop Securities, Incorporated, as original purchaser of the Bonds upon their delivery by the Trustee on the Closing Date.

“Outstanding”, when used as of any particular time with reference to Bonds, means all Bonds theretofore, or thereupon being, authenticated and delivered by the Trustee under this Indenture except: (a) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation; (b) Bonds with respect to which all liability of the Authority shall have been discharged in accordance with Section 10.02, including Bonds (or portions thereof) described in Section 11.09; and (c) Bonds for the transfer or exchange of or in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Trustee under this Indenture.

“Owner”, whenever used herein with respect to a Bond, means the person in whose name the ownership of such Bond is registered on the Registration Books.

“Permitted Encumbrances” means, as of any time: (a) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the City may permit to remain unpaid under Article V of the Lease; (b) the Site Lease, the Lease and the Assignment Agreement; (c) any right or claim of any mechanic, laborer, material man, supplier or vendor not filed or perfected in the manner prescribed by law; (d) if a title insurance policy covers the Leased Property, exceptions disclosed therein; and (e) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record and which the City certifies in writing will not materially impair the use of the Leased Property for its intended purposes.

“Permitted Investments” means any of the following:

- (a) any direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), for which the full faith and credit of the United States of America are pledged.
- (b) obligations of any agency, department or instrumentality of the United States of America, the timely payment of principal and interest on which are directly or indirectly secured or guaranteed by the full faith and credit of the United States of America.
- (c) Any direct or indirect obligations of an agency or department of the United States of America whose obligations represent the full faith and credit of the United States of America, or which are rated A or better by S&P at the time of purchase.
- (d) Interest-bearing deposit accounts (including certificates of deposit) in federal or State chartered savings and loan associations or in federal

or State of California banks (including the Trustee), provided that: (i) the unsecured obligations of such commercial bank or savings and loan association are rated A or better by S&P at the time of purchase; or (ii) such deposits are fully insured by the Federal Deposit Insurance Corporation.

- (e) Commercial paper rated "A-1+" or better by S&P at the time of purchase.
- (f) Federal funds or bankers acceptances with a maximum term of one year of any bank which an unsecured, uninsured and unguaranteed obligation rating of "A-1+" or better by S&P at the time of purchase.
- (g) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of at least AAAm-G, AAAm or AAm at the time of purchase, which funds may include funds for which the Trustee, its affiliates, parent or subsidiaries provide investment advisory or other management services.
- (h) Obligations the interest on which is excludable from gross income pursuant to Section 103 of the Tax Code and which are either (a) rated A or better by S&P at the time of purchase, or (b) fully secured as to the payment of principal and interest by Permitted Investments described in clauses (a) or (b).
- (i) Obligations issued by any corporation organized and operating within the United States of America having assets in excess of \$500,000,000, which obligations are rated A or better by S&P at the time of purchase.
- (j) Bonds or notes issued by any state or municipality which are rated A or better by S&P at the time of purchase.
- (k) Any investment agreement with, or guaranteed by, a financial institution the long-term unsecured obligations or the claims paying ability of which are rated A or better by S&P at the time of initial investment, by the terms of which all amounts invested thereunder are required to be withdrawn and paid to the Trustee in the event either of such ratings at any time falls below A.
- (l) The Local Agency Investment Fund of the State of California, created pursuant to Section 16429.1 of the California Government Code, to the extent the Trustee is authorized to register such investment in its name.

"Principal Account" means the account by that name established and held by the Trustee in the Bond Fund under Section 5.02.

“Project” means energy efficiency improvements to various City facilities, and incidental expenses related to the foregoing, as such project may be modified by the City Council from time to time.

“Project Costs” means, with respect to the Project, all costs of the acquisition, construction and installation thereof which are paid from moneys on deposit in the Project Fund, including but not limited to:

- (a) all costs required to be paid to any person under the terms of any agreement for the purchase of the Project or otherwise relating to the acquisition, construction and installation of the Project;
- (b) obligations incurred for labor and materials in connection with the acquisition, construction and installation of the Project;
- (c) the cost of performance or other bonds and any and all types of insurance that may be necessary or appropriate to have in effect in connection with the acquisition, construction and installation of the Project;
- (d) preliminary costs of the Project, including but not limited to design, environmental, engineering and architectural services, costs for testing, surveys, estimates, plans and specifications and preliminary investigations therefor, development fees and costs for supervising construction, as well as for the performance of all other duties required by or consequent to the proper acquisition, construction and installation of the Project;
- (e) costs of equipping and furnishing the Project, and costs of taking occupancy of the Project including costs incurred in connection with the relocation of City functions and personnel into the Project;
- (f) any sums required to reimburse the City for advances made for any of the above items or for any other costs incurred and for work done which are properly chargeable to the acquisition, construction and installation of the Project;
- (g) all financing costs incurred in connection with the acquisition, construction and installation of the Project; and
- (h) the Lease Payments coming due during the period of construction of the Project.

“Project Fund” means the fund by that name established and held by the City under Section 3.04.

“Qualified Reserve Fund Credit Instrument” means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Trustee pursuant to Section 5.05, provided that all of the following requirements are met: (a) the long-term credit rating of such bank or insurance company is rated in the “AA” category or higher by S&P or Moody’s at the time of issuance;

(b) such letter of credit or surety bond has a term of at least twelve (12) months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement with respect to which funds are proposed to be released pursuant to Section 5.05; and (d) the Trustee is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to Section 5.05.

“Record Date” means, with respect to any Interest Payment Date, the 15th calendar day of the month preceding such Interest Payment Date, whether or not such day is a Business Day.

“Redemption Fund” means the fund by that name established and held by the Trustee under Section 5.01.

“Registration Books” means the records maintained by the Trustee under Section 2.05 for the registration and transfer of ownership of the Bonds.

“Reserve Fund” means the fund by that name established and held by the Trustee pursuant to Section 5.05.

“Reserve Requirement” means, as of any date of calculation thereof by the Authority, an amount equal to the lesser of (a) 10% of the original principal amount of such series of Bonds, (b) the maximum amount of debt service coming due in the current or any future Bond Year with respect to such series of Bonds, or (c) 125% of average annual debt service for such series of Bonds. The initial Reserve Requirement is \$_____ and the Reserve Requirement may be recalculated by the Authority on any date.

“Revenues” means all amounts received by the Authority or the Trustee under or with respect to the Lease including, without limiting the generality of the foregoing, all of the Lease Payments (including both timely and delinquent payments, any late charges, and whether paid from any source), but excluding (i) any amounts described in the provisions of the Lease relating to permitted amendments that provide for additional rental to be pledged or assigned for the payment of bonds or obligations issued to finance or refinance projects for which the City is authorized to expend its funds, and (ii) any “Additional Rental Payments” (consisting of certain administrative costs due to the Authority and the Trustee under the Lease), and all interest, profits or other income derived from the investment of amounts in any fund or account established under this Indenture.

“Securities Depositories” means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other securities depositories as the Authority designates in written notice filed with the Trustee.

“Site Lease” means the Site Lease dated as of January 1, 2022, between the City as lessor and the Authority as lessee, as amended from time to time in accordance with its terms.

“Site Lease Payment” means the amount of \$_____, which is payable by the Authority to the City on the Closing Date under Section 3 of the Site Lease.

“S&P” means S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC, and its successors or assigns, except that if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “S&P” shall be deemed to refer to any other nationally recognized securities rating agency selected by the City.

“Supplemental Indenture” means any indenture hereafter duly authorized and entered into between the Authority and the Trustee, supplementing, modifying or amending this Indenture; but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

“Term” means, with reference to the Lease, the time during which the Lease is in effect, as provided in Section 4.2 thereof.

“Trustee” means The Bank of New York Mellon Trust Company, a national banking association organized and existing under the laws of United States of America, or its successor or successors, as Trustee hereunder as provided in Article VIII.

“Written Certificate,” “Written Request” and “Written Requisition” of the Authority or the City mean, respectively, a written certificate, request or requisition signed in the name of the Authority or the City by its Authorized Representative. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

APPENDIX B**BOND FORM**

No. R-_____

\$_____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

UKIAH PUBLIC FINANCING AUTHORITY

LEASE REVENUE BONDS, SERIES 2022
(Capital Projects)

INTEREST RATE: _____% MATURITY DATE: April 1, _____ ORIGINAL ISSUE DATE: _____, 2022 CUSIP: _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: *** _____ DOLLARS***

The UKIAH PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California (the "Authority"), for value received, hereby promises to pay to the Registered Owner specified above or registered assigns (the "Registered Owner"), on the Maturity Date specified above (subject to any right of prior redemption hereinafter provided for), the Principal Amount specified above, in lawful money of the United States of America, and to pay interest thereon in like lawful money from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Bond unless (i) this Bond is authenticated on or before an Interest Payment Date and after the close of business on the 15th day of the month preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) this Bond is authenticated on or before March 15, 2022, in which event it shall bear interest from the Original Issue Date specified above; *provided, however*, that if at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on this Bond, at the Interest Rate per annum specified above, payable semiannually on April 1 and October 1 in each year, commencing April 1, 2022 (the "Interest Payment Dates"), calculated on the basis of a 360-day year composed of twelve 30-day months.

Principal hereof and premium, if any, upon early redemption hereof are payable upon presentation and surrender hereof at the corporate trust office of The Bank of New York Mellon Trust Company, in San Francisco, California (the "Trust Office"), as trustee

(the "Trustee"). Interest hereon is payable by check of the Trustee mailed on the Interest Payment Date to the Registered Owner hereof at the Registered Owner's address as it appears on the registration books of the Trustee as of the close of business on the fifteenth day of the month preceding each Interest Payment Date (a "Record Date"), or, upon written request filed with the Trustee as of such Record Date by a registered owner of at least \$1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to an account in the United States designated by such registered owner in such written request.

This Bond is not a debt of the City of Ukiah (the "City"), the County of Mendocino, the State of California, or any of its political subdivisions, and neither the City, said County, said State, nor any of its political subdivisions, is liable hereon nor in any event shall this Bond be payable out of any funds or properties of the Authority other than the Revenues.

This Bond is one of a duly authorized issue of bonds of the Authority designated as the "Ukiah Public Financing Authority Lease Revenue Bonds, Series 2022 (Capital Projects)" (the "Bonds"), in an aggregate principal amount of \$_____, all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption provisions) and all issued under the provisions of Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584 of said Code (the "Bond Law"), and under an Indenture of Trust dated as of January 1, 2022, between the Authority and the Trustee (the "Indenture") and a resolution of the Authority adopted on _____, 2021, authorizing the issuance of the Bonds. Reference is hereby made to the Indenture (copies of which are on file at the office of the Authority) and all supplements thereto for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Revenues, and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the Authority thereunder, to all of the provisions of which the Registered Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds have been issued by the Authority to finance the acquisition and construction of capital improvements of the City. This Bond and the interest and premium, if any, hereon are special obligations of the Authority, payable from the Revenues, and secured by a charge and lien on the Revenues as defined in the Indenture, consisting principally of lease payments made by the City under a Lease Agreement dated as of January 1, 2022, between the Authority as lessor and the City as lessee (the "Lease"). As and to the extent set forth in the Indenture, all of the Revenues are exclusively and irrevocably pledged in accordance with the terms hereof and the provisions of the Indenture, to the payment of the principal of and interest and premium (if any) on the Bonds.

The rights and obligations of the Authority and the owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment shall extend the fixed maturity of any Bonds, or reduce the amount of principal thereof or premium (if any) thereon, or extend the time of payment, or change the method of computing the rate of interest thereon, or extend the time of payment of interest thereon, without the consent of the owner of each Bond so affected.

The Bonds maturing on or after April 1, _____, are subject to redemption in whole, or in part at the election of the Authority among maturities on such basis as shall be designated by the Authority and by lot within a maturity, at the option of the Authority, on any date on or after April 1, _____, from any available source of funds, at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium.

The Bonds are subject to mandatory redemption in part by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts and on April 1 in the respective years as set forth in the following table; provided, however, that if some but not all of such Bonds have been redeemed pursuant to an optional redemption or special mandatory redemption from insurance or condemnation proceeds, the total amount of all future sinking fund payments shall be reduced by the aggregate principal amount of such Bonds so redeemed, to be allocated among such sinking fund payments on a pro rata basis in integral multiples of \$5,000 (as set forth in a schedule provided by the Authority to the Trustee).

Bonds Maturing April 1, _____

Sinking Fund Redemption Date (April 1)	Principal Amount To Be Redeemed
_____	_____

(maturity)

The Bonds are subject to mandatory redemption prior to maturity in whole or in part among maturities as determined by the Authority on any date, at a redemption price equal to 100% of the principal amount thereof to be redeemed (plus accrued but unpaid interest to the redemption date), without premium, from Net Proceeds of certain damage and condemnation awards deposited in the Insurance and Condemnation Fund, Net Proceeds of title insurance, if any, and from any other funds available for such purpose under this Indenture.

As provided in the Indenture, notice of redemption will be mailed by the Trustee by first class mail not less than 20 or more than 60 days prior to the redemption date to the respective owners of any Bonds designated for redemption at their addresses appearing on the registration books of the Trustee, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for redemption or the cessation of accrual of interest thereon from and after the date fixed for redemption. Notice of any optional redemption of the Bonds may be rescinded under the circumstances set forth in the Indenture, upon notice to the owners of such Bonds.

If this Bond is called for redemption and payment is duly provided therefor as specified in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Trust Office, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon

surrender and cancellation of this Bond. Upon registration of such transfer, a new Bond or Bonds, of authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor. This Bond may be exchanged at the Trust Office for Bonds of the same tenor, aggregate principal amount, interest rate and maturity, of other authorized denominations.

The Authority and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Authority and the Trustee shall not be affected by any notice to the contrary.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Authority or the Trustee for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

It is hereby certified by the Authority that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time, form and manner as required by the Bond Law and the laws of the State of California and that the amount of this Bond, together with all other indebtedness of the Authority, does not exceed any limit prescribed by the Bond Law or any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Ukiah Public Financing Authority has caused this Bond to be executed in its name and on its behalf with the facsimile signature of its Treasurer and attested to by the facsimile signature of its Secretary, all as of the Original Issue Date specified above.

UKIAH PUBLIC FINANCING AUTHORITY

By: _____
Authorized Officer

Attest:

Secretary

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture.

Dated:

**THE BANK OF NEW YORK MELLON
TRUST COMPANY,**
as Trustee

By: _____
Authorized Signatory

ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto _____ whose address and social security or other tax identifying number is _____, the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this “Agreement”), dated for convenience as of January 1, 2022, is between the UKIAH PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California (the “Authority”), and THE BANK OF NEW YORK MELLON TRUST COMPANY, a national banking association organized and existing under the laws of the United States of America, as trustee (the “Trustee”).

BACKGROUND:

1. The City is proceeding to reconstruct its corporation yard and construct improvements to various City streets (collectively, the “Project”).

2. In order to provide funds to finance a portion of the costs of the Project, the City has agreed to lease the real property more particularly described in Appendix A attached hereto and by this reference incorporated herein, consisting of streets in the City (the “Leased Property”) to the Authority under a Site Lease dated as of January 1, 2022 which has been executed concurrently herewith (the “Site Lease”), under which the Authority agrees to make an initial rental payment (the “Site Lease Payment”) which is sufficient to provide funds for such purposes.

3. The Authority has authorized the issuance of its Ukiah Public Financing Authority Lease Revenue Bonds, Series 2022 (Capital Projects) in the aggregate principal amount of \$_____ (the “Bonds”) under an Indenture of Trust dated as of January 1, 2022 (the “Indenture”), between the Authority and The Bank of New York Mellon Trust Company, as trustee (the “Trustee”), and under the provisions of Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584 of said Code (the “Bond Law”), for the purpose of providing the funds to enable the Authority to pay the Site Lease Payment to the City in accordance with the Site Lease.

4. In order to provide revenues which are sufficient to enable the Authority to pay debt service on the Bonds, the Authority has agreed to lease the Leased Property back to the City under the Lease Agreement dated as of January 1, 2022 (the “Lease Agreement”), which has been executed concurrently herewith, under which the City agrees to pay semiannual Lease Payments as the rental for the Leased Property thereunder.

5. The Authority has requested the Trustee to enter into this Agreement for the purpose of assigning certain of its rights under the Lease to the Trustee for the benefit of the Bond owners.

A G R E E M E N T :

In consideration of the material covenants contained in this Agreement, the parties hereto hereby formally covenant, agree and bind themselves as follows:

SECTION 1. *Defined Terms.* All capitalized terms not otherwise defined herein have the respective meanings given those terms in the Indenture.

SECTION 2. *Assignment.* The Authority hereby assigns to the Trustee, for the benefit of the Owners of all Bonds which are issued and Outstanding under the Indenture, all of the Authority's rights under the Lease (excepting only the Authority's rights under Sections 4.5, 5.10, 7.3 and 8.4 of the Lease), including but not limited to:

- (a) the right to receive and collect all of the Lease Payments from the City under the Lease,
- (b) the right to receive and collect any proceeds of any insurance maintained thereunder with respect to the Leased Property, or any eminent domain award (or proceeds of sale under threat of eminent domain) paid with respect to the Leased Property, and
- (c) the right to exercise such rights and remedies conferred on the Authority under the Lease as may be necessary or convenient (i) to enforce payment of the Lease Payments and any amounts required to be deposited in the Insurance and Condemnation Fund established under Section 5.07 of the Indenture, or (ii) otherwise to protect the interests of the Bond Owners in the event of a default by the City under the Lease.

The Trustee shall administer all of the rights assigned to it by the Authority under this Agreement in accordance with the provisions of the Indenture, for the benefit of the Owners of Bonds. The assignment made under this Section 2 is absolute and irrevocable, and without recourse to the Authority.

SECTION 3. *Acceptance.* The Trustee hereby accepts the assignments made herein for the purpose of securing the payments due under the Lease and Indenture to, and the rights under the Lease and Indenture of, the Owners of the Bonds, all subject to the provisions of the Indenture. The recitals contained herein are those of the Authority and not of the Trustee, and the Trustee assumes no responsibility for the correctness thereof.

SECTION 4. *Conditions.* This Agreement confers no rights and imposes no duties upon the Trustee beyond those expressly provided in the Indenture. The assignment hereunder to the Trustee is solely in its capacity as Trustee under the Indenture.

SECTION 5. *Execution in Counterparts.* This Agreement may be executed in any number of counterparts, each of which is an original and all together constitute one and the same agreement. Separate counterparts of this Agreement may be separately executed by the Trustee and the Authority, both with the same force and effect as though the same counterpart had been executed by the Trustee and the Authority.

SECTION 6. *Binding Effect.* This Agreement inures to the benefit of and binds the Authority and the Trustee, and their respective successors and assigns, subject, however, to the limitations contained herein.

SECTION 7. *Governing Law.* This Agreement is governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers as of the day and year first written above.

**UKIAH PUBLIC FINANCING
AUTHORITY**

By: _____
Daniel Buffalo
Treasurer

**THE BANK OF NEW YORK MELLON
TRUST COMPANY,
*as Trustee***

By: _____
Authorized Officer

APPENDIX A

DESCRIPTION OF THE LEASED PROPERTY

The Leased Property consists of that certain real property, together with all fixtures, equipment or other improvements located upon the real property, except as to the library as excluded below, situated in the City of Ukiah, County of Mendocino, State of California, described as follows:

[[All City Streets]]

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances will this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor will there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful.

PRELIMINARY OFFICIAL STATEMENT DATED JANUARY __, 2022

NEW ISSUE - FULL BOOK-ENTRY

RATING: S&P: “__”
See “RATING”

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See “TAX MATTERS.”

\$_____*
UKIAH PUBLIC FINANCING AUTHORITY
Lease Revenue Bonds, Series 2022
(Capital Projects)

Dated: Date of Delivery

Due: April 1, as shown on inside cover

Authority for Issuance. The bonds captioned above (the “**Bonds**”) are being issued by the Ukiah Public Financing Authority (the “**Authority**”) an Indenture of Trust dated as of January 1, 2022 (the “**Indenture**”) by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”) and pursuant a resolution adopted by the Board of Directors of the Authority. See “THE BONDS – Authority for Issuance.”

Use of Proceeds. The Bonds are being issued to renovate the Corporation Yard, construct improvements to various City streets and pay issuance costs. See “FINANCING PLAN.”

Security for the Bonds. Under the Indenture, the Bonds are payable from and secured by a first pledge of and lien on (“**Revenues**”) (as defined in this Official Statement) received by the Authority under the Lease Agreement dated as of January 1, 2022, by and between the Authority, as lessor, and the City, as lessee (the “**Lease**”), consisting primarily of semi-annual lease payments (the “**Lease Payments**”) made by the City under the Lease with respect to the lease of certain real property, as further described in this Official Statement. The Bonds are also secured by certain funds on deposit under the Indenture. See “SECURITY FOR THE BONDS.”

Bond Terms; Book-Entry Only. The Bonds will bear interest at the rates shown on the inside cover page, payable semiannually on April 1 and October 1 of each year, commencing on April 1, 2022, and will be issued in fully registered form without coupons in the denomination of \$5,000 or any integral multiple of \$5,000. The Bonds will be issued in book-entry only form, initially registered in the name of Cede & Co., as nominee of The Depository Trust Company (“**DTC**”). Purchasers of the Bonds will not receive certificates representing their interests in the Bonds. Payments of the principal of, premium, if any, and interest on the Bonds will be made to DTC, which is obligated in turn to remit such principal, premium, if any, and interest to its DTC Participants for subsequent disbursement to the beneficial owners of the Bonds. See “THE BONDS – General Provisions.”

Reserve Fund. The Authority will establish a debt service reserve fund for the Bonds from proceeds of the Bonds, as described herein. See “SECURITY FOR THE BONDS.”

Redemption. The Bonds are subject to redemption prior to maturity. See “THE BONDS – Redemption.”

NEITHER THE BONDS, NOR THE OBLIGATION OF THE AUTHORITY TO PAY PRINCIPAL OF OR INTEREST THEREON, NOR THE OBLIGATION OF THE CITY TO MAKE THE LEASE PAYMENTS, CONSTITUTE A DEBT OR A LIABILITY OF THE AUTHORITY, THE CITY, THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL LIMITATION ON INDEBTEDNESS, OR A PLEDGE OF THE FULL FAITH AND CREDIT OF THE CITY. THE BONDS ARE SECURED SOLELY BY THE PLEDGE OF REVENUES AND CERTAIN FUNDS HELD UNDER THE INDENTURE. THE BONDS ARE NOT SECURED BY A PLEDGE OF THE TAXING POWER OF THE CITY.

MATURITY SCHEDULE
(see inside cover)

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR GENERAL REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE OF BONDS. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION WITH RESPECT TO THE PURCHASE OF THE BONDS.

The Bonds are offered when, as and if issued and received by the Underwriter and subject to the approval as to their legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel. Certain legal matters will also be passed upon for the Authority and the City by Jones Hall, A Professional Law Corporation, as Disclosure Counsel. Certain legal matters will be passed upon for the City by the City Attorney. Certain legal matters will be passed upon for the Underwriter by its counsel, _____, California. It is anticipated that the Bonds will be delivered in book-entry form through the facilities of DTC on or about _____, 2022*.

[Underwriter logo]

The date of this Official Statement is: _____, 20.

* Preliminary; subject to change.

MATURITY SCHEDULE

\$ _____ Serial Bonds
(Base CUSIP[†]: _____)

<u>Maturity (April 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP[†]</u>
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					
2047					
2048					
2049					
2050					
2051					

\$ _____ % Term Bonds due April 1, 20____; Price: _____%; Yield: _____;
CUSIP[†]: _____

* Preliminary, subject to change.

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. Copyright© 2020 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Authority nor the Underwriter takes any responsibility for the accuracy of such numbers.

UKIAH PUBLIC FINANCING AUTHORITY
Ukiah, California

AUTHORITY BOARD / CITY COUNCIL

Douglas Crane, *Chair/Mayor*
Juan Orozco, *Vice Chair/Vice Mayor*
Steve Scalmanini, *Authority Member/Councilmember*
Jim Brown, *Authority Member/Councilmember*
Maureen Mulheren, *Authority Member/Councilmember*

CITY / AUTHORITY STAFF

Sage Sangiacomo, *City Manager/Executive Director*
Allen Carter, *City Treasurer*
Daniel Buffalo, *Finance Director/Authority Treasurer*
Mel Grandi, P.E., *Electric Utility Director*
Tim Eriksen, *Public Works Director/City Engineer*
Kristine Lawler, *City Clerk/Secretary*
David Rapport, Esq., *City Attorney/Authority Counsel*

PROFESSIONAL SERVICES

Bond Counsel and Disclosure Counsel
Jones Hall, A Professional Law Corporation
San Francisco, California

Municipal Advisor
NHA Advisors, LLC
San Rafael, California

Trustee
The Bank of New York Mellon Trust Company, N.A.
Los Angeles, California

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

No dealer, broker, salesperson or other person has been authorized to give any information or to make any representations with respect to the Bonds other than as contained in this Official Statement, and if given or made, such other information or representation must not be relied upon as having been authorized.

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Bonds will, under any circumstances, create any implication that there has been no change in the affairs of the City or any other parties described in this Official Statement, or in the condition of the security for the Bonds since the date of this Official Statement.

This Official Statement is submitted in connection with the sale of the Bonds referred to in this Official Statement and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract with the purchasers of the Bonds. Prospective investors should not construe the contents of this Official Statement as legal, tax or investment advice.

The information contained in this Official Statement has been obtained from sources that are believed to be reliable, but this information is not guaranteed as to accuracy or completeness.

The Underwriter has submitted the following statement for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

All references to and summaries of the Indenture or other documents contained in this Official Statement are subject to the provisions of those documents and do not purport to be complete statements of those documents.

The Bonds have not been registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, in reliance upon exemptions for the issuance and sale of municipal securities provided under Section 3(a)(2) of the Securities Act of 1933 and Section 3(a)(12) of the Securities Exchange Act of 1934.

Certain statements included or incorporated by reference in this Official Statement constitute forward-looking statements. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “project,” “budget” or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. No assurance is given that actual results will meet the forecasts of the City in any way, regardless of the level of optimism communicated in the information. The City is not obligated to issue any updates or revisions to the forward-looking statements if or when its expectations, or events, conditions or circumstances on which such statements are based occur.

The references to internet websites in this Official Statement are shown for reference and convenience only; unless explicitly stated to the contrary, the information contained within the websites and any links contained within those websites are not incorporated herein by reference and do not constitute part of this Official Statement.

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[Insert Regional Location Map]

OFFICIAL STATEMENT

\$ _____ *

UKIAH PUBLIC FINANCING AUTHORITY Lease Revenue Bonds, Series 2022 (Capital Projects)

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement. Capitalized terms used but not defined in this Official Statement have the meanings set forth in the Indenture (as defined below). See “APPENDIX C – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS.”

Authority for Issuance. The Ukiah Public Financing Authority (the “**Authority**”) is issuing the bonds captioned above (the “**Bonds**”) under the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the California Government Code (the “**Bond Law**”), resolutions adopted by the Board of Directors (the “**Board**”) of the Authority on _____, 2021 (the “**Authority Resolution**”), and by the City Council (the “**City Council**”) of the City of Ukiah (the “**City**”) on _____, 2021 (the “**City Resolution**”), and an Indenture of Trust (the “**Indenture**”) dated as of January 1, 2022, by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”).

Purpose of the Bonds. The Bonds are being issued to (i) renovate the Corporation Yard and, (ii) construct improvements to various City streets (collectively, the “**Project**”), (ii) provide for a deposit to a debt reserve fund for the Bonds, and (iii) pay costs of issuance of the Bonds. See “FINANCING PLAN.”

The Authority and the City. The Authority is a joint powers authority established pursuant to that certain Joint Exercise of Powers Agreement dated May 5, 2020. The Authority is governed by a five-member Board of Directors (the “**Board**”), which consists of the members of the City Council of the City. The Authority was created for the purpose of assisting the financing or refinancing of certain public capital facilities within the City. Under the Bond Law, the Authority has the power to lease real property in furtherance of the acquisition of public improvements necessary or convenient for the operation of the City, or to purchase bonds issued by any local

* Preliminary; subject to change.

agency at public or negotiated sale and may sell such bonds to public or private purchasers at public or negotiated sale. See “THE AUTHORITY” herein.

The City encompasses approximately five square miles and is located in Mendocino County (the “**County**”), approximately 100 miles north of San Francisco in the northern coastal region of the State on U.S. Highway 101. The area is centrally located between the San Francisco Bay area, Eureka and Sacramento. The City was incorporated in 1876 and is a general law city operating under a City Council/City Manager form of government. The City has an estimated population of approximately 16,061 people. For additional background, and certain demographic and economic information regarding the City and the County, see APPENDIX B.

Bond Terms; Book-Entry Only. The Bonds will bear interest at the rates shown on the inside cover page, payable semiannually on April 1 and October 1 of each year, commencing on April 1, 2022. The Bonds will be issued in fully registered form, registered in the name of The Depository Trust Company (“**DTC**”), or its nominee, which will act as securities depository for the Bonds. Purchasers of the Bonds will not receive certificates representing the Bonds that are purchased. See “THE BONDS – Book-Entry Only System” and “APPENDIX F – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

Security for the Bonds. The City and the Authority will enter into a Site Lease dated as of January 1, 2022 (the “**Site Lease**”), under which the City will lease certain real property to the Authority, consisting of all of the City’s streets (the “**Leased Property**”), to the Authority as further described herein under the caption “THE LEASED PROPERTY.” Proceeds of the Bonds are used by the Authority to fund the payment obligation under the Site Lease.

In order to secure the payments of principal of and interest on the Bonds, the Authority proposes to lease the Leased Property back to the City under a Lease Agreement (the “**Lease Agreement**”), under which the City is obligated to pay semiannual lease payments (the “**Lease Payments**”) as rental for the Leased Property, and the Authority will assign substantially all of its rights under the Lease Agreement to The Bank of New York Mellon Trust Company, N.A. as trustee for the Bonds. The Bonds are payable from and secured by a first pledge of and lien on (“**Revenues**”) (defined herein) received by the Authority under the Lease Agreement, consisting primarily of the Lease Payments. To provide an additional source of funds for payment of the Bonds, the Authority will establish a debt service reserve fund for the Bonds from proceeds of the Bonds, as described herein. See “SECURITY FOR THE BONDS” below.

Redemption. The Bonds are subject to redemption prior to their stated maturity dates. See “THE BONDS – Redemption.”

Abatement. The Lease Payments are subject to complete or partial abatement in the event and to the extent that there is substantial interference with the City’s use and possession of the Leased Property or any portion thereof. If the Lease Payments are abated under the Lease, the Bond Owners may receive less than the full amount of principal of and interest on the Bonds. See “SECURITY FOR THE BONDS – Abatement” and “BOND OWNERS’ RISKS.”

Additional Obligations. Under the Indenture, the Authority covenants that no additional bonds, notes or other indebtedness shall be issued or incurred by the Authority which are payable out of the Revenues in whole or in part. The City is permitted to enter into other obligations which constitute additional charges against its revenues without the consent of Owners of the Bonds.

Risks of Investment. Debt service on the Bonds is payable only from Lease Payments and other amounts payable by the City to the Authority under the Lease. The Lease Payments are payable from revenues available in the City's general fund, which revenues may be materially adversely affected by numerous factors outside the City's control, including the ongoing COVID-19 pandemic and the governmental responses to the pandemic. For a discussion of some of the risks associated with the purchase of the Bonds, see "BOND OWNERS' RISKS."

NEITHER THE BONDS, THE OBLIGATION OF THE AUTHORITY TO PAY PRINCIPAL OF OR INTEREST THEREON, NOR THE OBLIGATION OF THE CITY TO MAKE THE LEASE PAYMENTS, CONSTITUTE A DEBT OR A LIABILITY OF THE AUTHORITY, THE CITY, THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL LIMITATION ON INDEBTEDNESS, OR A PLEDGE OF THE FULL FAITH AND CREDIT OF THE CITY. THE BONDS ARE SECURED SOLELY BY THE PLEDGE OF REVENUES AND CERTAIN FUNDS HELD UNDER THE INDENTURE. THE BONDS ARE NOT SECURED BY A PLEDGE OF THE TAXING POWER OF THE CITY.

FINANCING PLAN

The Bonds are being issued to rebuild the City's corporation yard and, (ii) construct improvements to various City streets.

The Corporation Yard is located at 1320 Airport Road and is the base of operations for the City Fleet and Plant Maintenance Facility, Street Maintenance Crew, Water and Wastewater Maintenance Crew, and Electric Utility Maintenance Crew. The expenses for the Corporation Yard are divided respectively based on the amount of square feet that each department occupies. The estimated cost is \$10 million.

The streets projects primarily consist of improvements to certain streets, rights-of-way reconstruction, and utility projects, as follows: Dora Street: reconstruct Mill to Grove streets and overlay Upper Luce Avenue to Mill Street; Gobbi Street: reconstruct from Highway 101 to Dora Street; Main Street: reconstruct from Gobbi to Norton streets; Perkins Street: Main Street to Hwy. 101; Dora and State streets: overlay Beacon Lane to Washington Avenue; Clara Avenue: reconstruct/overlay from State Street to North Orchard Avenue; and Low Gap Road: reconstruct/overlay from State to Bush streets. The estimated cost is \$30 million.

Estimated Sources and Uses

The estimated sources and uses of funds relating to the Bonds are as follows:

Sources:

Principal Amount of Bonds

\$

TOTAL SOURCES

\$

Uses:

Deposit to Project Fund

Deposit to Reserve Fund⁽¹⁾Costs of Issuance⁽²⁾*TOTAL USES*

\$

(1) Represents the initial Reserve Requirement for the Bonds.

(2) Represents funds to be used to pay Costs of Issuance, which include rating agency fees, bond counsel, disclosure counsel, Trustee fees, Underwriter's discount and other costs of issuing the Bonds.

THE LEASED PROPERTY

Leased Property

The Leased Property consist of all of the City streets, which total approximately 355 City streets constituting an estimated 113 lane miles. Simultaneously with the delivery of the Bonds, the Authority will acquire a leasehold interest in the Leased Property from the City. The Authority will sublease the Leased Property to the City pursuant to the Lease. Under the Lease, the City has agreed to maintain the Leased Property in good working condition.

The Leased Property is also subject to a lease entered into by the City (the “2020 Lease”) in connections with the Authority’s Lease Revenue Bonds, Series 2020A and Taxable Lease Revenue Bonds, Series 2020B, outstanding in the combined principal amount of \$52,250,000 (the “2020 Bonds”). The City estimates that the Leased Property has a value of at least the aggregate principal amount of the Bonds and the remaining principal balance of the 2020 Bonds. The City and the Authority, based on records they maintain, estimate the current annual fair rental value of the Leased Property to be not less than the amount of the annual Lease Payments and the annual payments due under the 2020 Lease.

Bondholders do not have a mortgage on any portion of the Leased Property. The Trustee does not have the right to resell, relet or take possession of the Leased Property in the Event of Default. See “BOND OWNERS’ RISKS – Limited Recourse on Default; No Right to Repossess; No Acceleration of Lease Payments” and “SECURITY FOR THE BONDS – Remedies on Default” herein.

Substitution and Release

Substitution of Lease Property. Under the Lease, the City has the option at any time and from time to time, to substitute other real property (the “**Substitute Property**”) for the Leased Property or any portion thereof (the “**Former Property**”), upon satisfaction of all of the conditions set forth in the Lease, which include (among others) the following:

- The City must file with the Authority and the Trustee, and cause to be recorded in the office of the Mendocino County Recorder sufficient memorialization of, an amendment of the Site Lease, Lease and Assignment Agreement that adds the legal description of the Substitute Property and deletes therefrom the legal description of the Former Property.
- The City must certify in writing to the Authority and the Trustee that the Substitute Property serves the municipal purposes of the City and constitutes property which the City is permitted to lease under the laws of the State of California, and has been determined to be important to the proper, efficient and economic operation of the City and to serve a proper governmental function of the City.
- The City must file with the Authority and the Trustee a written certificate of the City or other written evidence stating that the estimated fair rental value of the Leased Property following the substitution will be at least equal to the aggregate principal amount of the Bonds then outstanding, and that the useful life of the Substitute Property at least extends to the stated termination date of the Lease.

Upon the satisfaction of all the conditions precedent contained in the Lease, the term of the Lease will end as to the Former Property and commence as to the Substitute Property, and all references to the Former Property will apply with full force and effect to the Substitute Property. The City is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of any substitution of property under this provision of the Lease.

Release of Leased Property. Under the Lease, the City has the option at any time and from time to time to release any portion of the Leased Property from the Lease (the “**Released Property**”) provided that the City has satisfied all of the requirements under the Lease that are conditions precedent to such removal, which include (among others) the following:

- The City must file with the Authority and the Trustee, and cause to be recorded in the office of the Mendocino County Recorder sufficient memorialization of, an amendment of the Lease, the Site Lease and the Assignment Agreement that removes the Released Property from the Site Lease, the Lease and the Assignment Agreement.
- The City must certify in writing to the Authority and the Trustee that the value of the property that remains subject to the Lease following such release is at least equal to the then outstanding principal amount of the Bonds, and the fair rental value of the property that remains subject to the Lease following such release is at least equal to the Lease Payments thereafter coming due and payable thereunder.

Upon the satisfaction of all the conditions precedent set forth in the Lease, the term of the Lease will end as to the Released Property. The City is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of such release.

DEBT SERVICE SCHEDULE

The table below shows annual debt service payments on the Bonds.

Year Ending April 1	Principal	Interest	Total Debt Service
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Total: _____

THE BONDS

This section provides summaries of the Bonds and certain provisions of the Indenture. See APPENDIX C for a more complete summary of the Indenture. Capitalized terms used but not defined in this section have the meanings given in APPENDIX C.

Authority for Issuance

The Bonds are being issued under the Bond Law, the Indenture, the Authority Resolution (which was adopted by the Board of the Authority on _____, 2021), and the City Resolution (which was adopted by the City Council on _____, 2021).

General Provisions

Bond Terms. The Bonds will be dated their date of delivery and issued in fully registered form without coupons in denominations of \$5,000 or any integral multiple of \$5,000. The Bonds will mature in the amounts and on the dates, and bear interest at the annual rates, set forth on the inside cover page of this Official Statement.

Payments of Principal and Interest. Interest on the Bonds will be payable on April 1 and October 1 in each year, beginning April 1, 2022 (each an “**Interest Payment Date**”). Interest on the Bonds is payable from the Interest Payment Date next preceding the date of its authentication unless: a Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it will bear interest from such Interest Payment Date, a Bond is authenticated on or before 15 days prior to the first Interest Payment Date, in which event interest thereon will be payable from the Closing Date, or interest on any Bond is in default as of the date of authentication thereof, in which event interest thereon will be payable from the date to which interest has been paid in full, payable on each Interest Payment Date.

Interest is computed on the basis of a 360-day year composed of 12 months of 30 days each and payable on each Interest Payment Date to the persons in whose names the ownership of the Bonds is registered on the Registration Books at the close of business on the immediately preceding Record Date, except as provided below. Interest on any Bond which is not punctually paid or duly provided for on any Interest Payment Date is payable to the person in whose name the ownership of such Bond is registered on the Registration Books at the close of business on a special record date for the payment of such defaulted interest to be fixed by the Trustee, notice of which is given to such Owner by first-class mail not less than 10 days prior to such special record date.

The Trustee will pay interest on the Bonds by check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Owners of the Bonds at their respective addresses shown on the Registration Books as of the close of business on the preceding Record Date. At the written request of the Owner of Bonds in an aggregate principal amount of at least \$1,000,000, which written request is on file with the Trustee as of any Record Date, the Trustee will pay interest on such Bonds on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as specified in such written request, which written request will remain in effect until rescinded in writing by the Owner.

While the Bonds are subject to the book-entry system, the principal, interest and any redemption premium with respect to the Bonds will be paid by the Trustee to DTC for subsequent disbursement to beneficial owners of the Bonds. See “– Book-Entry Only System” below.

Record Date. Under the Indenture, “**Record Date**” means, with respect to any Interest Payment Date, the 15th calendar day of the month preceding such Interest Payment Date, whether or not such day is a Business Day.

Transfer, Registration and Exchange

The following provisions regarding the exchange and transfer of the Bonds apply only during any period in which the Bonds are not subject to DTC’s book-entry system. While the Bonds are subject to DTC’s book-entry system, their exchange and transfer will be effected through DTC and the Participants and will be subject to the procedures, rules and requirements established by DTC. See “APPENDIX F – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

Bond Register. The Trustee will keep or cause to be kept, at the Office of the Trustee, sufficient records for the registration and transfer of ownership of the Bonds, which will upon reasonable notice as agreed to by the Trustee, be open to inspection during regular business hours by the Authority; and, upon presentation for such purpose, the Trustee will, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such records, the ownership of the Bonds as provided in the Indenture.

Transfer and Exchange. Any Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney of such person, upon surrender of such Bond to the Trustee at its Office for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. The Trustee will require the Owner requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond is or Bonds are surrendered for transfer, the Authority will execute and the Trustee will authenticate and deliver to the transferee a new Bond or Bonds of like series, interest rate, maturity and aggregate principal amount. The Authority will pay the cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer of Bonds.

The Bonds may be exchanged at the Office of the Trustee for a like aggregate principal amount of Bonds of other authorized denominations and of the same series, interest rate and maturity. The Trustee will require the Owner requesting such exchange to pay any tax or other governmental charge required to be paid with respect to such exchange. The Authority will pay the cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any exchange of Bonds.

The Trustee may refuse to transfer or exchange, under the provisions of the Indenture described above, any Bonds selected by the Trustee for redemption under the Indenture, or any Bonds during the period established by the Trustee for the selection of Bonds for redemption.

Redemption*

Optional Redemption. The Bonds maturing on or before April 1, _____, are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after April 1, _____, are subject to redemption in whole, or in part at the election of the Authority among maturities on such basis as designated by the Authority and by lot within a maturity, at the option of the Authority, on any date on or after April 1, _____, from any available source of funds, at a redemption price equal to 100% of the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium.

Mandatory Sinking Fund Redemption. The Bonds maturing April 1, _____ (the “**Term Bonds**”) are subject to mandatory redemption in part by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts and on April 1 in the respective years as set forth in the following table; *provided, however*, that if some but not all of the Term Bonds have been optionally redeemed, the total amount of all future sinking fund payments shall be reduced by the aggregate principal amount of the Term Bonds so redeemed, to be allocated among such sinking fund payments in integral multiples of \$5,000 as determined by the Authority (as set forth in a schedule provided by the Authority to the Trustee).

Term Bonds Maturing April 1, _____

Sinking Fund Redemption Date (April 1)	Principal Amount To Be Redeemed
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Extraordinary Mandatory Redemption. The Bonds are subject to mandatory redemption prior to maturity in whole or in part, among maturities as determined by the Authority, on any date, at a redemption price equal to 100% of the principal amount thereof to be redeemed (plus accrued but unpaid interest to the redemption date), without premium, from Net Proceeds received under from amounts deposited in the Insurance and Condemnation Fund under the Indenture, and any other funds available under the Indenture for purposes of that fund and/or Surplus Bond Proceeds.

Selection of Bonds for Redemption. Whenever provision is made in the Indenture for the redemption of less than all of the Bonds of a single maturity, the Trustee will select the Bonds of that maturity to be redeemed by lot in any manner which the Trustee in its sole discretion deems appropriate. For purposes of such selection, the Trustee will treat each Bond as consisting of separate \$5,000 portions and each such portion will be subject to redemption as if such portion were a separate Bond.

Notice of Redemption. The Trustee will give notice of redemption of the Bonds by first class mail, postage prepaid, not less than 20 nor more than 60 days before any redemption date, to the respective Owners of any Bonds designated for redemption at their addresses appearing

* Preliminary; subject to change.

on the Registration Books and to one or more Securities Depositories and to the Municipal Securities Rulemaking Board.

Neither the failure to receive any notice nor any defect therein will affect the sufficiency of the proceedings for such redemption or the cessation of accrual of interest from and after the redemption date. Notice of redemption of Bonds will be given by the Trustee, at the expense of the Authority, for and on behalf of the Authority.

However, while the Bonds are subject to DTC's book-entry system, the Trustee will be required to give notice of redemption only to DTC as provided in the letter of representations executed by the Authority and received and accepted by DTC. DTC and the Participants will have sole responsibility for providing any such notice of redemption to the beneficial owners of the Bonds to be redeemed. Any failure of DTC to notify any Participant, or any failure of Participants to notify the Beneficial Owner of any Bonds to be redeemed, of a notice of redemption or its content or effect will not affect the validity of the notice of redemption, or alter the effect of redemption set forth in the Indenture.

Rescission of Redemption Notice. The Authority has the right to rescind any notice of the redemption of Bonds under the Indenture by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption will be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation will not constitute an Event of Default. The Authority and the Trustee have no liability to the Bond Owners or any other party related to or arising from such rescission of redemption. The Trustee will mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under the Indenture.

Effect of Redemption. When notice of redemption has been duly given as set forth in the Indenture, and moneys for payment of the redemption price of, together with interest accrued to the date fixed for redemption on, including any applicable premium, the Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the Bonds (or portions thereof) so called for redemption will become due and payable, interest on the Bonds so called for redemption will cease to accrue, those Bonds (or portions thereof) will cease to be entitled to any benefit or security under the Indenture, and the Owners of those Bonds will have no rights in respect thereof except to receive payment of the redemption price thereof.

Book-Entry Only System

The Bonds will be issued as fully registered bonds in book-entry only form, registered in the name of Cede & Co. as nominee of DTC, and will be available to ultimate purchasers in the denomination of \$5,000 or any integral multiple of \$5,000, under the book-entry system maintained by DTC. While the Bonds are subject to the book-entry system, the principal, interest and any redemption premium with respect to a Bond will be paid by the Trustee to DTC, which in turn is obligated to remit such payment to its DTC Participants for subsequent disbursement to Beneficial Owners of the Bonds. Purchasers of the Bonds will not receive certificates representing their interests therein, which will be held at DTC.

See "APPENDIX F – DTC AND THE BOOK-ENTRY ONLY SYSTEM" for further information regarding DTC and the book-entry system.

SECURITY FOR THE BONDS

The principal of and interest on the Bonds are not a debt of the Authority or the City, nor a legal or equitable pledge, charge, lien or encumbrance, upon any of their respective property, or upon any of their income, receipts, or revenues except the Revenues and other amounts pledged under the Indenture.

This section provides summaries of the security for the Bonds and certain provisions of the Indenture, the Lease and the Site Lease. See “APPENDIX C – Summary of Principal Legal Documents” for a more complete summary of the Indenture, the Lease, the Site Lease and the Assignment Agreement. Capitalized terms used but not defined in this section have the meanings given in APPENDIX C.

Revenues; Pledge of Revenues

Pledge of Revenues and Other Amounts. Under the Indenture, subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein, all of the Revenues and all amounts (including proceeds of the sale of the Bonds) held in any fund or account established under the Indenture are pledged to secure the payment of the principal of and interest and premium (if any) on the Bonds in accordance with their terms and the provisions of the Indenture. This pledge constitutes a lien on and security interest in the Revenues and such amounts and will attach, be perfected and be valid and binding from and after the Closing Date, without the need for any physical delivery thereof or further act.

“**Revenues**” are defined in the Indenture as all amounts received by the Authority or the Trustee under or with respect to the Lease, including, without limiting the generality of the foregoing, all of the Lease Payments (including both timely and delinquent payments, any late charges, and whether paid from any source), but excluding (i) any amounts the City is obligated to pay under the Lease or under another lease as additional amounts of rental for the use and occupancy of the Leased Property if such additional amounts of rental are pledged or assigned for the payment of any bonds, notes, leases or obligations other than the Bonds, (ii) any Additional Rental Payments (described below); and all interest, profits or other income derived from the investment of amounts in any fund or account established under the Indenture. (a)

Assignment to Trustee

Under the Assignment Agreement, the Authority will transfer to the Trustee all of the rights of the Authority in the Lease (other than the rights of the Authority under the provisions of the Lease regarding Additional Rental Payments, repayment of advances, indemnification, and the payment of attorneys’ fees). The Trustee is entitled to collect and receive all of the Revenues, and any Revenues collected or received by the Authority will be deemed to be held, and to have been collected or received, by the Authority as the agent of the Trustee and will immediately be paid by the Authority to the Trustee. The Trustee is also entitled to and will, subject to the provisions of the Indenture regarding duties of the Trustee, take all steps, actions and proceedings which the Trustee determines to be reasonably necessary in its judgment to enforce, either jointly with the Authority or separately, all of the rights of the Authority and all of the obligations of the City under the Lease.

Allocation of Funds by Trustee

Deposit of Revenues into Bond Fund. All Revenues shall be promptly deposited by the Trustee upon receipt thereof in a special fund designated as the “Bond Fund” which the Trustee shall establish, maintain and hold in trust; except that all moneys received by the Trustee and required under the Indenture or under the Lease to be deposited in the Redemption Fund or the Insurance and Condemnation Fund shall be promptly deposited in such funds. All Revenues deposited with the Trustee shall be held, disbursed, allocated and applied by the Trustee only as provided in the Indenture. Any surplus remaining in the Bond Fund, after payment in full of (i) the principal of and interest on the Bonds or provision therefore under the Indenture, and (ii) any applicable fees and expenses to the Trustee, shall be withdrawn by the Trustee and remitted to the City.

Transfers from the Bond Fund. On or before each Interest Payment Date, the Trustee will transfer from the Bond Fund and deposit into the following respective accounts (each of which the Trustee will establish and maintain within the Bond Fund), the following amounts in the following order of priority:

Deposit to Interest Account. The Trustee will deposit in the Interest Account an amount required to cause the aggregate amount on deposit in the Interest Account to be at least equal to the amount of interest becoming due and payable on such Interest Payment Date on all Bonds then Outstanding.

Deposit to Principal Account. The Trustee will deposit in the Principal Account an amount required to cause the aggregate amount on deposit in the Principal Account to equal the principal amount of the Bonds coming due and payable on such Interest Payment Date.

Application of Accounts within Bond Fund.

Application of Interest Account. All amounts in the Interest Account will be used and withdrawn by the Trustee solely for the purpose of paying interest on the Bonds as it comes due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity).

Application of Principal Account. All amounts in the Principal Account will be used and withdrawn by the Trustee solely to pay the principal amount of the Bonds at their respective maturity dates.

Application of Redemption Fund. The Trustee shall establish and maintain the Redemption Fund, into which the Trustee shall deposit a portion of the Revenues received, in accordance with a Written Request of the Authority, amounts in which shall be used and withdrawn by the Trustee solely for the purpose of paying the principal and premium (if any) of any Bonds to be optionally redeemed under the Indenture.

Reserve Fund. Upon delivery of the Bonds, the Trustee will establish a special fund designated as the “Reserve Fund” which the Trustee shall maintain and hold in trust; and deposit there in an amount of the proceeds equal to the “**Reserve Requirement**,” which means, as of any date of calculation thereof by the Authority, an amount equal to the lesser of (a) 10% of the original principal amount of such series of Bonds, (b) the maximum amount of debt service coming due in the current or any future Bond Year with respect to such series of Bonds, or (c) 125% of

average annual debt service for such series of Bonds. The initial Reserve Requirement may be recalculated by the Authority on any date; all amounts on deposit in the Reserve Fund in excess of the Reserve Requirement as calculated from time to time, and all amounts derived from the investment of amounts in the Reserve Fund which are not required to be retained therein to maintain the Reserve Requirement, will be available for transfer by the Trustee to the Bond Fund.

The Authority has the right to either meet the Reserve Requirement at the time of issuance of a series of Bonds or at any time thereafter to cause the Fiscal Agent to release cash from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument, as defined in the Indenture.

If five Business Days prior to any Interest Payment Date the moneys available in the Bond Fund do not equal the amount of the Lease Payment then coming due and payable, the Trustee shall apply the moneys available in the Reserve Fund to make such payments on behalf of the Authority by transferring the amount necessary for this purpose to the Bond Fund. Upon receipt of any delinquent Lease Payment with respect to which moneys have been advanced from the Reserve Fund, such Lease Payment shall be deposited in the Reserve Fund to the extent of such advance, as needed to provide the Reserve Requirement.

If on any Interest Payment Date, the moneys on deposit in the Reserve Fund and the Bond Fund are sufficient to pay or prepay all Outstanding Bonds, including all principal, interest and prepayment premiums (if any) thereon, the Trustee shall, upon the written request of the Authority, transfer all amounts then on deposit in the Reserve Fund to the Bond Fund to be applied for such purpose to the payment of the Lease Payments on behalf of the Authority.

Lease Payments

Requirement to Make Lease Payments. Under the Lease, subject to the provisions of the Lease concerning rental abatement (see – “Abatement,” below) and prepayment of Lease Payments, the City agrees to pay to the Authority, its successors and assigns, the Lease Payments in the respective amounts specified in the Lease, to be due and payable in immediately available funds on the Interest Payment Dates immediately following each of the respective Lease Payment Dates specified in the Lease, and to be deposited by the City with the Trustee on each of the Lease Payment Dates specified in the Lease (defined as the 5th Business Day immediately preceding each Interest Payment Date).

Any amount held in the Bond Fund, the Interest Account and the Principal Account on any Lease Payment Date (other than amounts resulting from the prepayment of the Lease Payments in part but not in whole under the Lease, and amounts required for payment of past due principal or interest on any Bonds not presented for payment) will be credited towards the Lease Payment then required to be paid hereunder.

The City is not required to deposit any Lease Payment with the Trustee on any Lease Payment Date if the amounts then held in the Bond Fund, the Interest Account and the Principal Account are at least equal to the Lease Payment then required to be deposited with the Trustee.

The Lease Payments payable in any Rental Period are for the use of the Leased Property during that Rental Period.

Rate on Overdue Lease Payments. If the City fails to make any of the payments of Lease Payments required in the Lease, the payment in default will continue as an obligation of

the City until the amount in default has been fully paid, and the City agrees to pay the same with interest thereon, from the date of default to the date of payment at the highest rate of interest on any Outstanding Bond.

Fair Rental Value. The aggregate amount of the Lease Payments and Additional Rental Payments coming due and payable during each Rental Period constitute the total rental for the Leased Property for such Rental Period, and are payable by the City in each Rental Period for and in consideration of the right of the use and occupancy of, and the continued quiet use and enjoyment of the Leased Property during each Rental Period. The Authority and the City have agreed and determined that the total Lease Payments represent the fair rental value of the Leased Property. In making that determination, consideration has been given to the estimated value of the Leased Property, other obligations of the City and the Authority under the Lease, the uses and purposes which may be served by the Leased Property and the benefits therefrom which will accrue to the City and the general public.

Additional Rental Payments. In addition to the Lease Payments, the City shall pay when due the following amounts of Additional Rental Payments in consideration of the lease of the Leased Property by the City from the Authority:

- (a) All fees and expenses incurred by the Authority in connection with or by reason of its leasehold estate in the Leased Property, when due;
- (b) All reasonable compensation to the Trustee for all services rendered under the Indenture and for all reasonable expenses, charges, costs, liabilities, legal fees and other disbursements incurred in and about the performance of its powers and duties under the Indenture;
- (c) The reasonable fees and expenses of such accountants, consultants, attorneys and other experts as may be engaged by the Authority or the Trustee to prepare audits, financial statements, reports, opinions or provide such other services required under the Lease or the Indenture;
- (d) Amounts coming due and payable as Excess Investment Earnings in accordance with the Lease; and
- (e) The reasonable out-of-pocket expenses of the Authority in connection with the execution and delivery of the Lease or the Indenture, or in connection with the issuance of the Bonds, including but not limited to any and all expenses incurred in connection with the authorization, sale and delivery of the Bonds, or incurred by the Authority in connection with any litigation which may at any time be instituted involving the Lease, the Bonds, the Indenture or any of the other documents contemplated thereby, or otherwise incurred in connection with the administration of the Lease.

Limited Obligation

THE OBLIGATION OF THE CITY TO MAKE THE LEASE PAYMENTS DOES NOT CONSTITUTE A DEBT OF THE CITY, THE AUTHORITY OR THE STATE OR OF ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMIT OR RESTRICTION, AND DOES NOT CONSTITUTE AN OBLIGATION FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF

TAXATION OR FOR WHICH THE CITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION.

No Additional Bonds

Under the Indenture, the Authority covenants that no additional bonds, notes or other indebtedness will be issued or incurred which are payable out of the Revenues in whole or in part. The Lease provides that the Lease may be amended to obligate the City to pay additional amounts of rental for the use and occupancy of the Leased Property, but only if

(a) such additional amounts of rental are pledged or assigned for the payment of any bonds, notes, leases or other obligations the proceeds of which are applied to finance or refinance the acquisition or construction of any real or personal property for which the City is authorized to expend funds subject to its control,

(b) the City has obtained and filed with the Trustee an appraisal or other written evidence that the value of the Leased Property is at least equal to the aggregate principal amount of the Outstanding Bonds and all such other bonds, notes, leases or other obligations, and

(c) the City has filed with the Trustee written evidence that the amendments made for this purpose will not of themselves cause a reduction or withdrawal of any rating then assigned to the Bonds.

Source of Lease Payments; Covenant to Budget and Appropriate

The Lease Payments are payable from any source of available funds of the City, subject to the provisions of the Lease regarding abatement. See “– Abatement” herein.

Under the Lease, the City covenants to take all actions required to include the Lease Payments in each of its budgets during the Term of the Lease and to make the necessary appropriations for all Lease Payments and Additional Rental Payments. This covenant of the City constitutes a duty imposed by law and each and every public official of the City is required to take all actions required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in the Lease agreed to be carried out and performed by the City.

Abatement

Termination or Abatement Due to Eminent Domain. Under the Lease, if the Leased Property is taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, the Term of the Lease thereupon ceases as of the day possession is taken. If less than all of the Leased Property is taken permanently, or if the Leased Property is taken temporarily, under the power of eminent domain, then:

(a) the Lease will continue in full force and effect with respect thereto and does not terminate by virtue of such taking, and the parties waive the benefit of any law to the contrary; and

(b) the Lease Payments are subject to abatement in an amount determined by the City such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portions of the Leased Property.

Abatement Due to Damage or Destruction. The Lease Payments are subject to abatement during any period in which by reason of damage or destruction (other than by eminent domain as described above) there is substantial interference with the use and occupancy by the City of the Leased Property or any portion thereof.

In the case of damage or destruction of only a portion of the Leased Property, the Lease Payments are subject to abatement in an amount determined by the City such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portions of the Leased Property not damaged or destroyed. Such abatement will continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction.

If any such damage or destruction occurs, the Lease continues in full force and effect and the City waives any right to terminate this Lease by virtue of any such damage and destruction. The City must maintain title insurance on the Leased Property during the term of the Lease, which proceeds would be available to pay Lease Payments in the event of a title defect.

Remedies on Default

Failure by the City to make Lease Payments, or failure to pay Additional Rental Payments or to observe and perform any other terms, covenants or conditions contained in the Lease or in the Indenture for a period of 30 days after written notice of such failure and request that it be remedied has been given to the City by the Authority or the Trustee, constitute Events of Default under the Lease. Such events permit the Trustee or the Authority to pursue any and all available remedies. However, notwithstanding anything in the Lease or in the Indenture to the contrary, neither the Authority nor the Trustee have any right, under the Lease, the Site Lease or otherwise, to sell, repossess or re-lease the Leased Property, nor is there any right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments that are not then in default to be immediately due and payable. See “BOND OWNERS’ RISKS – Limited Recourse on Default; No Right to Repossess; No Acceleration of Lease Payments” herein.

Following an event of default, the Authority or the Trustee may elect either to terminate the Lease and seek to collect damages from the City or to maintain the Lease in effect and seek to collect the Lease Payments as they become due. Under the Assignment Agreement, the Authority assigns all of its rights with respect to remedies in an Event of Default to the Trustee, so that all such remedies will be exercised by the Trustee and the Bond Owners as provided in the Indenture. See “BOND OWNERS’ RISKS – Limited Recourse on Default; No Right to Repossess; No Acceleration of Lease Payments” herein.

In the Event of Default, there is no remedy of acceleration of the total Lease Payments due over the term of the Lease and neither the Authority nor the Trustee are empowered to sell or re-let the Leased Property and use the proceeds of such sale or re-letting to redeem the Certificates or pay debt service with respect thereto.

The City will be liable only for Lease Payments on an annual basis and, in the Event of Default, the Authority or Trustee would be required to seek a separate judgment each year for that year’s defaulted Lease Payments. Any such suit for money damages would be subject to limitations on legal remedies against municipalities in California, including a limitation on enforcement of judgments against funds of a Fiscal Year other than the Fiscal Year in which the Lease Payments were due and against funds needed to serve the public welfare and interest.

Property Insurance

Liability and Property Damage Insurance. Under the Lease, the City is required to maintain or cause to be maintained throughout the Term of the Lease, but only if and to the extent available from reputable insurers at reasonable cost in the reasonable opinion of the City, a standard commercial general liability insurance policy or policies in protection of the Authority, the City, and their respective members, officers, agents, employees and assigns.

Such policy or policies must provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Leased Property. Such policy or policies must provide coverage in such liability limits and be subject to such deductibles as the City deems adequate and prudent.

Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in whole or in part in the form of self-insurance by the City, subject to the provisions of the Lease regarding self-insurance, or in the form of the participation by the City in a joint powers agency or other program providing pooled insurance. The proceeds of such liability insurance must be applied toward extinguishment or satisfaction of the liability with respect to which paid.

Casualty Insurance. Under the Lease, the City is required to procure and maintain, or cause to be procured and maintained, throughout the Term of the Lease, casualty insurance against loss or damage to all buildings situated on the Leased Property, in an amount at least equal to the lesser of (a) 100% of the replacement value of the insured buildings, or (b) 100% of the aggregate principal amount of the Outstanding Bonds.

Such insurance must, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, fire and such other hazards as are normally covered by such insurance, and must include earthquake insurance if available at reasonable cost from reputable insurers in the judgment of the City. Such insurance may be subject to such deductibles as the City deems adequate and prudent.

Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in whole or in part in the form of the participation by the City in a joint powers agency or other program providing pooled insurance; provided that such insurance may not be maintained by the City in the form of self-insurance. The Net Proceeds of such insurance must be applied as provided in the Lease.

Insurance Net Proceeds; Form of Policies. Each policy of casualty insurance, rental interruption insurance, and title insurance if any, maintained under the Lease must name the Trustee as loss payee so as to provide that all proceeds thereunder are payable to the Trustee. The City shall pay or cause to be paid when due the premiums for all insurance policies required by the Lease. All such policies shall provide that the Trustee is given 30 days' notice of each expiration, any intended cancellation thereof or reduction of the coverage provided thereby.

The City must file with the Trustee annually, within 90 days following the close of each Fiscal Year, a certificate of the City stating that all policies of insurance required under the Lease are then in full force and effect. The Trustee has no responsibility for the sufficiency, adequacy

or amount of any insurance or self-insurance herein required and is fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss.

If any liability and property damage insurance maintained under the Lease is provided in the form of self-insurance, the City must file with the Trustee annually, within 90 days following the close of each Fiscal Year, a statement of the risk manager of the City or an independent insurance adviser engaged by the City identifying the extent of such self-insurance and stating the determination that the City maintains sufficient reserves with respect thereto. If any such insurance is provided in the form of self-insurance by the City, the City has no obligation to make any payment with respect to any insured event except from those reserves.

THE AUTHORITY

The Authority is a joint exercise of powers authority duly organized and existing under and pursuant to that Joint Exercise of Powers Agreement dated as of May 5, 2020, by and between the City and the Industrial Development Authority of the City of Ukiah, and under the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the California Government Code.

The Authority was formed for the purpose, among others, of assisting the City in the acquisition, construction and financing of public improvements that are of public benefit to the City. Under the Law, the Authority has the power to lease real property in furtherance of the acquisition of public improvements necessary or convenient for the operation of the City, or to purchase bonds issued by any local agency at public or negotiated sale and may sell such bonds to public or private purchasers at public or negotiated sale.

The Authority is governed by a five-member Board of Directors (the “Board”), which consists of the members of the City Council of the City. The Mayor and the Vice Mayor of the City serve as the Chair and Vice Chair, respectively, the City Manager serves as the Executive Director, the City Clerk serves as the Secretary, and the City’s Finance Director serves as the Treasurer of the Authority.

The Authority covenants in the Indenture to maintain its existence as a joint exercise of powers agency while any Bonds are Outstanding, including by substituting a new member for the Successor Agency if determined to be necessary for such purpose.

THE CITY

General

The City of Ukiah is the county seat and largest city in Mendocino County. City Hall is located at 300 Seminary Avenue, Ukiah, California. The Ukiah Police Department is also located at City Hall. The City encompasses approximately five square miles and is located in Mendocino County, approximately 100 miles north of San Francisco in the northern coastal region of the State on U.S. Highway 101. The area is centrally located between the San Francisco Bay area, Eureka and Sacramento.

The City was incorporated in 1876 and is a general law city operating under a City Council/City Manager form of government. The City has an estimated population of approximately 16,061 people, with approximately 104,452 people living within a 30-minute drive radius. The City’s Fiscal Year begins on July 1 and ends June 30 of the following year. The City enjoys a moderate climate, with summers that are long, comfortable, arid, and mostly clear and the winters that are short, cold, wet, and partly cloudy.

With both City and County administrative offices within the City, Ukiah boasts a large number of public sector employment opportunities, particularly in education and social services. Outside the public sector, the City is known for strong retail and service industries and a tourism industry catering to travelers and adventurers looking to explore the Ukiah Valley. Additionally, the City is surrounded by mineral rich agricultural lands capable of supporting viticulture operations. In recent years, the region has seen an increase in local vineyards opening adjacent

to the City. The increase in local wine production and processing reflects the increasing popularity of the Ukiah Valley as a wine region and destination.

The City provides police, fire, street and infrastructure maintenance, storm drain, park and community recreation, museum, community development and other services to residents. The City also provides water, wastewater and electric services through the operations of its utility enterprises and operates an airport, golf course and civic center.

For additional background, and certain demographic and economic information regarding the City and the County, see APPENDIX B. Historical information set forth in this Official Statement, including Appendix B hereto, is not intended to be predictive of future results.

City Government

The City operates under a Council-City Manager structure of government. Policy making and legislative authority are vested in the City Council, which is responsible, among other matters, for passing resolutions and ordinances, adopting the City budget, appointing committees, and hiring the City Manager. The City Council is comprised of five members elected by the voters citywide, serving in staggered 4-year terms.

The Mayor is appointed by the City Council to one-year terms, and the Council is elected to four- year staggered terms, with members elected every two years. The City Manager is responsible for carrying out the policies and ordinances of the City Council, for overseeing the day-to-day operations of the City, and for appointing the heads of the various departments.

The City Council of the City currently consists of the following persons:

Name and Office	Current Term Expires
Juan Orozco, <i>Mayor</i>	November 2022
Jim Brown, <i>Vice-Mayor</i>	November 2022
Douglas Crane, <i>Council Member</i>	November 2024
Josefina Duenas, <i>Council Member</i>	November 2024
Mari Rodin, <i>Council Member</i>	November 2022

Following are short biographies of the City Manager and Finance Director:

Sage Sangiacomo, City Manager. Mr. Sangiacomo serves as the City Manager of the City and the Executive Director of the Authority. Mr. Sangiacomo has served as the City Manager of the City since June 2015 and has over 22 years of experience in municipal administration. In his role as City Manager, Mr. Sangiacomo serves as the administrative head of the City and is responsible for the operation of all City departments. Prior to becoming City Manager, Mr. Sangiacomo served the City as a Community Services Supervisor from 1998 to 2005, the Community Services Director from 2005 to 2009 and an Assistant City Manager from 2009 to 2015. Mr. Sangiacomo is a credentialed city manager by the International City/County Managers Association and holds a bachelor's degree from the University of California, Davis.

Kristine Lawler, City Clerk. The City Clerk is the local official who administers democratic processes such as elections, access to city records, and all legislative actions ensuring transparency to the public. The City Clerk acts as a compliance officer for the federal, state, and local statutes including the Political Reform Act, the Brown Act, and the Public Records Act. The

City Clerk manages public inquiries and relationships and arranges for ceremonial and official functions.

Labor Relations

The City had approximately 220 full and part-time employees as of June 30, 2020. City employees are represented by seven labor organizations. The City characterizes labor relations as being good, stable and productive. All seven labor organizations are currently operating under 1-year extensions of respective labor agreements. All of the agreements (inclusive of the one year extension) are effective through September 18, 2022. The City has not experienced a major work stoppage by City employees in the last five years.

CITY FINANCIAL INFORMATION

Accounting and Financial Reporting

The City maintains its accounting records in accordance with Generally Accepted Accounting Principles (“**GAAP**”) and the standards established by the Governmental Accounting Standards Board (“**GASB**”).

The Governmental Accounting Standards Board published its Statement No. 34, Basic Financial Statements – and Management’s Discussion and Analysis – for State and Local Governments, on June 30, 1999 (“**GASB Statement No. 34**”). GASB Statement No. 34 provides guidelines to auditors, state and local governments and special purpose governments such as school districts and public utilities, on new requirements for financial reporting for all governmental agencies in the United States. Generally, the basic financial statements and required supplementary information should include (i) Management’s Discussion and Analysis; (ii) government-wide financial statements prepared using the economic measurement focus and the accrual basis of accounting and fund financial statements prepared using both the current financial resources measurement focus and the modified accrual method of accounting (governmental funds) and funds using the economic measurement focus and the accrual basis of accounting (proprietary funds) and (iii) required supplementary information. The City’s financial statements are prepared in conformance with the requirements of GASB Statement No. 34.

In the government-wide Statement of Net Position and Statement of Activities in the City’s audited financial statements for the Fiscal Year ending June 30, 2019, both governmental and proprietary activities are presented using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset is used.

Revenues, expenses, gains, losses, assets and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

In the fund financial statements, governmental funds are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when “measurable and available.” Measurable means knowing or being able to reasonably estimate the amount. Available means collectible within the current period or soon enough thereafter to pay current liabilities. The City defines available to be within 60 days of year-end. Expenditures (including capital outlay) are recorded when the related fund liability is incurred, except for principal and interest on long-term liabilities, claims and judgments, and compensated absences, which are reported when due. Governmental capital asset acquisitions are reported as

expenditures in governmental funds. Proceeds for governmental long-term liabilities and acquisitions under capital leases are reported as other financing sources.

Those revenues susceptible to accrual include taxes and intergovernmental revenues. All other revenue items are considered to be measurable and available only when cash is received by the government. Impact fees are received and recognized as revenue upon project completion and inspection. Certain indirect costs are included in program expenses reported for individual functions and activities.

Grant revenues are recognized in the Fiscal Year in which all eligibility requirements are met. Under the terms of grant agreements, the City may fund certain programs with a combination of cost-reimbursement grants, categorical block grants, and general revenues. Thus, both restricted and unrestricted net position are available to finance program expenditures. The City's policy is to first apply restricted grant resources to such programs, followed by general revenues if necessary.

All proprietary funds utilize the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset is used. Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary funds' principal operations. The principal operating revenues of the enterprise and internal service funds are charges for services. Operating expenses for proprietary funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses. When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

The City's fiduciary funds consist of a private-purpose trust fund, which is reported using the economic resources measurement focus, and agency funds, which have no measurement focus, but utilizes the accrual basis for reporting assets and liabilities.

The City Council employs, at the beginning of each Fiscal Year, an independent certified public accounting firm which, at such time or times as specified by the City Council, at least annually, at such other times as such firm shall determine, examines the books, records, inventories and reports of all officers and employees who receive, control, handle or disburse public funds and of all such other officers, employees or departments as the City Council may direct. As soon as practicable after the end of the Fiscal Year, a final audit and report is submitted by such firm to the City Council and a copy of the financial statements as of the close of the Fiscal Year is published.

COVID-19 Pandemic

The City continues to monitor the spread of COVID-19 and is working with local, state, and national agencies to address the potential impact of the pandemic upon the City. There can be no assurances that the spread of COVID-19 and/or responses intended to slow the spread of COVID-19 such as declining business and travel activity, will not materially adversely impact the state and national economies and, accordingly, materially adversely impact the financial condition of the City and the City's General Fund. In addition, the City may experience increased personnel costs and/or reduced revenues due to the COVID-19 situation and the related impact on economic

and other activity in and around the City. See the references to COVID-19 in the following subsection in connection with the unknown impacts on the City's budgeting process.

General Fund, the Budget Process and Information

The City's General Fund is its primary operating fund, and is where the City accounts for all its general-purpose revenues. It is distinguished from the City's other governmental funds that are used to account for special purpose revenues, capital projects, debt service activities, and monies held for the benefit of others.

The City operates on a Fiscal Year basis that begins on the first day of July of each year and ends on the thirtieth day of June the following year. The annual budget adopted by the City Council provides for the general operation of the City. Development of the City's annual budget is a process which generally begins in February and March and continues until the budget is adopted by the City Council in June. The General City Budget includes programs which are provided on a largely city-wide basis. The programs and services are financed primarily by the City's share of sales tax, property tax, revenues from the State and/or federal government, and charges for services provided.

The City Council approves total budgeted appropriations and any amendments to appropriations throughout the Fiscal Year. Appropriations lapse at Fiscal Year-end. The City Council generally reauthorizes appropriations for continuing projects and activities. The City Council has the legal authority to amend the budget of any fund at any time during the Fiscal Year. The budgetary level of control (the level on which expenditures may not legally exceed appropriations) is generally at the fund level. The City Manager is authorized to transfer budgeted amounts within departments within any fund; however, any revisions that alter the total expenditures of any fund must be approved by the City Council.

Long-Term Financial Planning. The City incorporates long-term financial planning into its budget process in several ways.

First, the City has established a set of financial policies that establish goals for the allocation of public resources in the manner best suited to the efficient provision of City services to citizens and visitors present within the City. Some of these policies call for maintaining adequate cash reserves and providing on-going maintenance of infrastructure and buildings, which are vital to sound fiscal management.

Second, the Council undertakes a strategic planning process to establish goals and priorities for the organization after taking into account public input. Specifically, the Council engaged the community at a public hearing and by soliciting ideas and input through a variety of means. Based on this input, the City Council adopts goals, objectives, and resources permit objectives.

Third, the City maintains a long-range capital planning process that helps drive annual capital funding decisions as well as periodic bond issues for larger investments.

Finally, all Governmental Accounting Standards Board pronouncements are monitored and implemented into the City's financial statements.

Budgetary Control Policy. The City maintains budgetary controls. The objective of these budgetary controls is to ensure compliance with legal provisions embodied in the annual appropriated budget approved by the City Council. Activities of the general fund, special revenue funds, debt service funds, capital projects funds, enterprise funds, and internal service funds are included in the annual appropriated budget. A Five- Year Capital Improvement Plan is also adopted for the capital projects. The level of budgetary control (the level at which expenditures cannot legally exceed the appropriated amount) is established by function and activity within an individual fund.

The City's budgetary records are maintained on a modified accrual basis. Revenues are recorded when measurable and available and expenditures are recorded when goods or services are received and the liability incurred. Based on the City's financial management policies, the City is required to maintain a balanced operating budget, which is adopted by resolution on or before June 30th for the ensuing Fiscal Year.

Following the adoption of the budget, it is sometimes necessary to amend the budget. Appropriations in the budget may be adjusted by recommendation of the Finance Director and approval by the City Manager when the budget is not increased in total amount. Savings from appropriations in one section of a department budget may be used to fund another section of a department budget. Any increase in appropriations that increases the total adopted budget must be approved by the City Council. The City Council formally reviews

the City's fiscal condition and amends appropriations, if necessary, six months after the beginning of each fiscal year.

The adopted budget for fiscal year 2020-21 was approved on June 17, 2020 (the "**Adopted Budget**"). The Adopted Budget projects General Fund revenues in fiscal year 2020-21 to be approximately \$20.2 million (exclusive of interfund transfers in), a decrease of approximately \$1.8 million or 8.9% from Fiscal Year 2019- 20 unaudited final results.

Understanding COVID-19 will impact directly the City's finances for fiscal years 2019-20 and 2020- 21, the City adopted a conservative budget for fiscal year 2020-21. In consultation with the City's revenue advisors, other professionals and supporting organizations like the League of California Cities, the City has adjusted its revenue outlook downward for the end of fiscal year 2019-20 and for all of fiscal year 2020-21 based on the expected performance of each business and revenue stream by month.

In the Adopted Budget for Fiscal Year 2020-21, the City planned for a loss in general fund revenue from certain revenue sources, most notably sales tax and transient occupancy tax (the "**TOT**"). When preparing the budget in May of 2020, City estimates for sales tax receipts included a 15% decline from the prior year, or approximately \$1 million. For TOT the expected decrease was even larger, and assumed a decline of approximately 40%. Though TOT is a much smaller source of revenue to the general fund compared to sales tax, the amount was considerable, equating to roughly \$500,000. City management adjusted recommended appropriations accordingly, reducing budget requests in major cost categories, including personnel and operations. Staffing levels were reduced nearly 10%, coming mostly from vacant positions; although, a nominal layoff also was recommended. Since adoption of the Fiscal Year 2020-21 budget, sales tax receipts have exceeded budgetary estimates and have improved the City's financial outlook.

The City expects to consider an update and revision to the Adopted Budget quarterly, as the City receives more data about COVID-19's impacts on the local economy and the City's operations and finances. The City does not currently believe that the COVID-19 outbreak will materially adversely affect its ability to pay Base Rental Payments. See the caption "– COVID-19 Pandemic" above for a discussion of the potential impact of COVID-19 on the City's operations and finances.

Current Budget and Historical Budget Information. Set forth in Table 1 are the General Fund budgets that were adopted for Fiscal Years 2020-21 and 2021-22 compared to the estimated actual results for Fiscal Years 2020-21. During each Fiscal Year, the budget may be amended and revised as necessary by the City Council.

TABLE 1
City of Ukiah General Fund Budget Summary
Fiscal Years 2020-21 and 2021-22

	2020-21 Adopted Budget	2020-21 Estimated Actuals	2021-22 Adopted Budget
Revenues			
Taxes	\$18,977,091	\$19,478,520	\$19,957,835
Charges for service	2,250,271	1,874,847	1,789,801
Grants and subventions	2,734,988	2,173,760	751,533
Use of money and property	157,122	102,317	92,916
Fines, forfeitures and penalties	60,691	77,500	55,000
Licenses, permits and franchises	2,089,845	2,158,401	2,167,625
Other revenues	366,200	53,576	1,719,937
Other financing sources	120,000	259,000	6,603,560
Total Revenues	\$26,765,207	\$26,177,921	\$33,138,207
Expenditures			
Non-departmental	3,427,457	3,767,157	7,487,793
Legislative	--	--	--
City manager	129,766	184,172	200,136
Finance	6,820	--	--
City attorney	--	--	--
City treasurer	--	--	--
Human resources/risk management	1	520	--
Police	9,000,509	9,072,190	9,718,427
Fire authority	3,176,460	3,868,051	6,285,013
Community services	3,070,582	3,316,024	3,386,998
Community development	1,142,970	1,134,271	1,302,174
Public works	4,146,960	3,213,755	1,716,377
Total Expenditures	\$24,101,524	\$24,556,139	\$30,096,918

Source: City of Ukiah - 2021-22 Adopted Budget.

General Fund Key Revenue Sources. The four major general fund revenue sources of the City, which together accounted in Fiscal Year 2020-21 for approximately 82% of the general fund revenues (unaudited) (collectively, the “**Key Revenue Sources**”), are Sales Tax (approximately 57.9% of total general fund revenue), Property Tax (approximately 12.7% of total general fund revenue), Franchise Taxes (approximately 6.7% of total general fund revenue) and Transient Occupancy Tax (approximately 5.1% of total general fund revenues). Also see “APPENDIX A – AUDITED FINANCIAL STATEMENTS OF THE CITY FOR FISCAL YEAR 2019-20” herein.

The City’s receipt of taxes and other revenue will likely be impacted by the economic effects of the coronavirus. See “RISK FACTORS – COVID-19 Pandemic” and “– General Fund, the Budget Process and Information” for a description of the projected impact that COVID-19 will have on the City’s finances.

The following Table 2 sets forth the audited revenues received by the City for each of the Key Revenue Sources for Fiscal Years 2014-15 through 2019-20, and the unaudited estimated revenue expected to be received by the City for each of the Key Revenue Sources for Fiscal Year 2020-21, which have been totaled and compared to the prior Fiscal Year to illustrate the amount and percent of change.

Table 2
CITY OF UKIAH
Fiscal Years 2014-15 through 2020-21
General Fund Key Revenue Sources and Change From Prior Year⁽¹⁾

Fiscal Year	Sales Taxes	Property Taxes	Franchise Taxes	Transient Occupancy	Total of Key Tax Sources Taxes	% Change From Prior Year
2014-15	\$5,976,938	\$3,729,370	\$1,643,559	\$1,061,823	\$12,411,690	N/A
2015-16	7,714,762	2,641,247	1,514,800	1,229,814	13,100,623	5.6%
2016-17	9,805,225	1,470,323	1,551,794	1,302,336	14,129,678	7.9
2017-18	10,802,364	2,838,902	1,653,146	1,406,417	16,700,829	18.2
2018-19	11,974,379	2,984,192	1,781,141	1,496,473	18,236,185	9.2
2019-20	13,313,206	3,139,960	1,742,671	1,365,477	19,561,314	7.3
2020-21	15,535,022	3,408,846	1,815,272	1,362,133	22,121,273	13.1

(1) Includes transfers in from other funds.

Source: City of Ukiah

The following Table 3 sets forth the audited revenues received by the City for the total of Key Revenue Sources and total of Other General Fund Revenue Sources for Fiscal Years 2017-18 through 2019-20.

TABLE 3
City of Ukiah
General Fund Revenues by Revenue Source
Fiscal Years 2017-18 through 2019-20

Category	2017-18		2018-19		2019-20	
	Revenues	% of Total	Revenues	% of Total	Revenues	% of Total
<u>Taxes and revenues</u>						
Property tax	\$2,836,902	14%	\$2,984,192	14%	\$3,139,960	14%
Sales Tax	10,802,364	55%	11,974,379	56%	13,313,206	60%
Transient occupancy	1,406,417	7.12%	1,496,473	7%	1,365,477	6%
Business license tax	358,610	2%	293,706	1%	389,829	2%
Other taxes	51,389	0%	462	0%	888	0%
Franchise fees	1,653,146	8%	1,781,141	8%	1,742,671	8%
Charges for services	1,679,034	8%	1,615,737	8%	1,340,123	6%
Licenses and permits	548,627	3%	211,113	1%	259,533	1%
Grants and contributions and donations	--	0%	375,300	2%	170,187	1%
Intergovernmental	34,296	0%	142,885	1%	79,192	0%
Fines, penalties and forfeitures	113,139	1%	33,588	0%	29,716	0%
Use of money and property	--	0%	--	0%	203,726	1%
Miscellaneous ⁽²⁾	281,162	1%	426,525	2%	197,566	1%
Total Revenues⁽¹⁾	\$19,765,086	100%	\$21,335,501	100%	\$22,232,074	100%

(1) Totals may not add due to rounding.

(2) Includes facility rental, interest, rent and concessions.

Source: City of Ukiah - audited financial statements 2017-18 through 2019-20

Sales and Use Taxes

Sales & Use Taxes represents the largest source of tax revenues to the City's General Fund, accounting for approximately 14% of total General Fund revenues over the past three fiscal years. Sales & uses taxes are less stable sources of revenues to the City, given that they are based on consumer spending within the City which is impacted by a variety of factors including the overall economy and other factors.

Measure P. Measure P, passed by a simple majority (50 percent plus 1) of Ukiah voters in November of 2014, is a general (unrestricted) transaction and use tax. A general, unrestricted tax is one that can be used to fund any program, function, service, or project at the discretion of the City Council. It is not a special, restricted tax, which would require approval of two-thirds of the voting public. It continued a sun-set transaction and use tax, known as Measure S (2005), accompanied by an advisory Measure T (2005). Measure P, however, was passed with no advisory measure. The purpose of Measure P is to augment public safety expenditures to provide a higher level of police and fire service to the community. Amounts collected from the tax are to be used in addition to the commitment of the General Fund and not in replacement of.

Measure Y. Measure Y, passed by a simple majority (50 percent plus 1) of Ukiah voters in November of 2016, is a general (unrestricted) transaction and use tax. A general, unrestricted tax is one that can be used to fund any program, function, service, or project at the discretion of the City Council. It is not a special, restricted tax, which would require approval of two-thirds of the voting public. Measure Z, passed in conjunction with Measure Y, was a distinctly separate,

advisory Measure Y, indicating the voting public's preference for the use of Measure Y proceeds. Language for the two ballot measures was as follows:

Ballot Measure “Y”: Shall Ordinance No. 1165 be adopted to impose as a general tax an additional transaction (sales) and use tax of one-half of one percent within the city limits of the City of Ukiah to fund essential City services, including street repair and maintenance. Such tax increase is estimated to raise \$2,470,000 annually at a rate of 0.5 percent. The duration of the tax will continue unless or until the tax is repealed by majority vote in a municipal election.

Advisory Measure “Z”: Shall street repair and maintenance and related public infrastructure improvements be the exclusive use of the revenues from an additional 0.5 percent sales tax in the City of Ukiah and add to and not replace current spending for street maintenance and repair.

Historic Taxable Transactions. The following table shows historical taxable transactions in the City for the most recent five years available.

TABLE 4
City of Ukiah
Taxable Transactions
Fiscal Years 2015 through 2019⁽¹⁾
(In Thousands)

	2015	2016	2017	2018	2019
Motor Vehicle and Parts Dealers	\$51,338	\$62,394	\$61,905	\$56,593	\$72,440
Home Furnishings and Appliances	11,378	10,035	9,103	8,676	8,661
Building Materials	78,826	88,765	88,474	87,792	95,440
Food and beverage stores	28,271	28,967	29,803	28,963	25,370
Gasoline stations	38,398	33,397	38,403	39,213	34,569
Apparel stores	18,491	19,790	19,864	20,242	20,858
General merchandise stores	73,432	73,990	72,632	97,699	139,862
Food services and drinking places	49,395	52,716	51,346	50,806	52,803
Other retail stores	40,735	44,965	42,415	42,237	44,937
All other outlets	45,925	52,919	51,128	52,887	57,429
Total All Outlets	\$436,189	\$467,938	\$465,072	\$485,110	\$552,369

(1) Most current information available.

Source: California Department of Tax and Fee Administration.

State-Wide Sales Tax Law. Taxable transactions in the City are currently subject to the following sales and use tax, of which the City's share is only a portion. The City collects a percentage of taxable sales in the City (minus certain administrative costs) pursuant to the Bradley-Burns Uniform Local Sales and Use Tax (the “**Sales Tax Law**”). The State collects and administers the sales tax under the Sales Tax Law, and makes distributions on taxes collected within the City, as shown in the following table.

TABLE 5
City of Ukiah
Sales Tax Rate
Effective July 1, 2021

Statewide Rate	7.250%
Mendocino County Mental Health Treatment Act Tax	0.500
Mendocino Library Special Transactions and Use Tax	0.125
City of Ukiah Transactions and Use Tax	0.500
City of Ukiah Transactions and Use Tax	<u>0.500</u>
Total	8.875%

Source: City of Ukiah Finance Department.

Sales and use taxes are complementary taxes; when one applies, the other does not. In general, the statewide sales tax applies to gross receipts of retailers from the sale of tangible personal property in the State. The use tax is imposed on the purchase, for storage, use or other consumption in the State of tangible personal property from any retailer. The use tax generally applies to purchases of personal property from a retailer outside the State where the use will occur within the State. The sales tax is imposed upon the same transactions and items as the statewide sales tax and the statewide use tax.

Certain transactions are exempt from the State sales tax, including sales of the following products:

- food products for home consumption;
- prescription medicine;
- newspapers and periodicals;
- edible livestock and their feed;
- seed and fertilizer used in raising food for human consumption; and
- gas, electricity and water when delivered to consumers through mains, lines and pipes.

This is not an exhaustive list of exempt transactions. A comprehensive list can be found in the State Board of Equalization's Publication No. 61 (February 2017) entitled "Sales and Use Taxes: Exemptions and Exclusions," which can be found on the State Board of Equalization's website at <http://www.boe.ca.gov/>. *The reference to this Internet website is provided for reference and convenience only. The information contained within the website may not be current, has not been reviewed by the City and is not incorporated in this Official Statement by reference.*

Sales Tax Collection Procedures. Collection of the sales and use tax is administered by the California Department of Tax and Fee Administration (the "CDTFA"). This process was formerly administered by the State Board of Equalization. The Taxpayer Transparency and Fairness Act of 2017, which took effect July 1, 2017, restructured the State Board of Equalization and separated its functions among three separate entities: the State Board of Equalization, the CDTFA and the Office of Tax Appeals. The State Board of Equalization will continue to perform the duties assigned to it by the State Constitution, while all other duties will be transferred to the newly established CDTFA and the Office of Tax Appeals. CDTFA will handle most of the taxes and fees previously collected by the State Board of Equalization, including sales and use tax.

Under the Sales and Use Tax Law, all sales and use taxes collected by the CDTFA under a contract with any city, city and county, or county are required to be transmitted by the CDTFA to such city, city and county, or county periodically as promptly as feasible. These transmittals are required to be made at least twice in each calendar quarter.

Under its procedures, the CDTFA projects receipts of the sales and use tax on a quarterly basis and remits an advance of the receipts of the sales and use tax to the City on a monthly basis. The amount of each monthly advance is based upon the CDTFA's quarterly projection. During the last month of each quarter, the CDTFA adjusts the amount remitted to reflect the actual receipts of the sales and use tax for the previous quarter.

The CDTFA receives an administrative fee based on the cost of services provided by the Board to the City in administering the City's sales tax, which is deducted from revenue generated by the sales and use tax before it is distributed to the City.

As part of the State government's response to the COVID-19 pandemic, certain businesses were able to defer the payment of their sales taxes due to the City.

Other Sources of Revenues

City Utility Franchise Fees. This revenue source is a charge to the City's electric utility. Franchise fees are not taxes; rather, they are rents paid by utility providers to operate on or in City rights-of-way and City property, such as roads, sidewalks, parklands, etc. The rents are established by the City Council and typically are correlated to gross revenues generated by the utility provider. Revenues from this source remain stable albeit lower than otherwise would be due to the economic effects of the pandemic on the utility commercial customer base.

Business License Tax. Businesses that operate within City limits are required to obtain a business license. The fees are based on the type of business and an estimate of their gross receipts. The proceeds from the tax collected are available for unrestricted use in the General Fund. As mentioned earlier, receipts were higher in 2020 than in the prior year due to late payments. Before the onset of the pandemic in March 2020, business license activity was trending positively. That trend has slowed and may reverse into the 2021 fiscal year.

Refuse Disposal Franchise Fees. This revenue source is a charge to the City's franchise solid waste hauler. As discussed earlier, franchise fees are not taxes; rather, in the case of refuse disposal franchise fees they are rents paid by the refuse hauler for the use of rights-of-way to provide and distribute its services. Refuse hauler vehicles used to haul refuse are utilized more frequently and wear roads more significantly than other commercial or non-commercial vehicles. Revenues from this source were higher in FY 2019-20 than in the preceding year due to increased sales and rate adjustments by the hauler, Ukiah Waste Solutions.

Transient Occupancy Tax

Transient occupancy tax ("TOT") revenues are typically one of the largest sources of General Fund revenues. Commonly referred to as a "bed," "hotel," or "room" tax this revenue source was performing strongly over the last two years up until March. Travel restriction brought on by the pandemic will continue to negatively affect this revenue source. However, driven by increased tourism in the greater Ukiah Valley area and a larger volume of travelers heading north, this revenue source is poised to continue its growth trend for several more years after the pandemic has abated. Visitors are stopping in Ukiah as a final layover before making the trek to

Fort Bragg and Humboldt County. The TOT rate in Ukiah currently is 10 percent; however, 1 percentage point has been committed by the Ukiah City Council to fund the Visit Ukiah Program.

Property Taxes

Property Taxes represents the second-largest sources of taxes to the City's General Fund, after sales/use taxes. Property taxes represent a very stable source of revenue to the City, and are based in large part on assessed valuations of property located in the City.

Property Tax Delinquencies; Teeter Plan. Certain counties in the State of California, including Mendocino, offer a statutory program entitled Alternate Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "**Teeter Plan**"). Under the Teeter Plan local taxing entities receive 100% of their tax levies net of delinquencies, but do not receive interest or penalties on delinquent taxes collected by the county. The County includes the City's property tax collections in its Teeter Plan. Consequently, the City's receipt of property taxes is equal to 100% of the amount levied. There is no assurance that the County will continue the Teeter Plan or that the City will continue to participate in the Teeter Plan. Delinquencies in the payment of property taxes could have an adverse effect on the ability of the City to make Lease Payments should the County discontinue the Teeter Plan or the City withdraw from or not be able to continue in the Teeter Plan.

General Method of Property Tax Calculations. Proposition 13, passed in 1978, established the current property tax regime for local agencies, including the City, throughout the State. Under Proposition 13, subject to voter-approved debt and certain other exceptions, the base property tax rate on a parcel is limited to 1% of its assessed value and the property tax collected by this 1% County-wide rate is shared by the local agencies eligible to receive property taxes within the applicable County pursuant to applicable State law. Under Proposition 13, the 1975-76 fiscal year serves as the original base year used in determining the assessment for real property. Thereafter, annual increases to the base year value are limited to the inflation rate, as measured by the California Consumer Price Index, or 2%, whichever is less. A new base year value, however, is also established whenever a property, or portion thereof, has had a change in ownership or has been newly constructed. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS – Article XIII A of the State Constitution" for additional information.

Proposition 8, enacted in 1978, allows for a temporary reduction in assessed value when a property suffers a "decline-in-value." As of the January 1st (lien date) each year, the Assessor must enroll either a property's Proposition 13 value (adjusted annually for inflation by no more than 2%) or its current market value, whichever is less. When the current market value replaces the higher Proposition 13 value, the lower value is commonly referred to as a "Proposition 8 Value." "Proposition 8 values" are temporary and, once enrolled, must be reviewed annually by the assessor until the Proposition 13 adjusted base year value is enrolled.

The California Tax on Commercial and Industrial Properties for Education and Local Government Funding Initiative has qualified to appear on the ballot in California as an initiated Constitutional amendment on November 3, 2020. The ballot initiative would amend the State Constitution to require commercial and industrial properties, except those zoned as commercial agriculture, to be taxed based on their market value. The proposal to assess taxes on commercial and industrial properties at market value, while continuing to assess taxes on residential properties based on purchase price as described above, is known as "split roll." At this time, the

City is unable to determine the likelihood of passage of the measure or the impact on the City's property tax receipts from passage.

Levy and Collection of Property Taxes. Property taxes are levied for each fiscal year on taxable real and personal property as of the preceding January 1. For assessment and collection purposes, property is classified either as "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing State-assessed public utilities property and real property the taxes on which have a viable tax lien, in the opinion of the County Assessor, to secure payment of the taxes. Other property is assessed on the "unsecured roll."

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year, and become delinquent on December 10 and April 10, respectively. A penalty of 10% attaches immediately to all delinquent payments. Property on the secured roll with respect to which taxes are delinquent become tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of a penalty of 1% per month to the time of redemption, plus costs and a redemption fee. If taxes are unpaid for a period of five years or more, the property is deeded to the State and may be sold at public auction.

Property taxes on the unsecured roll are due as of the January 1 lien dates and become delinquent on August 31. A 10% penalty attaches to delinquent unsecured taxes. If unsecured taxes are unpaid at 5:00 p.m. on October 31, an additional penalty of 1% attaches to them on the first day of each month until paid. The County has four ways of collecting delinquent unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a judgment in the office of the County Clerk specifying certain facts in order to obtain a lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the County Recorder's office in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee.

Beginning in 1978-79, Proposition 13 and its implementing legislation shifted the function of property tax allocation to the counties, except for levies to support prior voted debt, and prescribed how levies on county-wide property values are to be shared with local taxing entities within each county.

Historical Assessed Valuations. The table below presents the assessed valuation of taxable property in the City from fiscal year 2011-12 through fiscal year 2021-22.

TABLE 6
City of Ukiah
Assessed Valuations of All Taxable Property
Fiscal Years 2010-11 through 2021-22

Fiscal Year	Local Secured	Utility	Unsecured	Total
2010-11	\$1,180,790,444	\$0	\$74,074,644	\$1,254,865,088
2011-12	1,169,395,369	0	80,975,556	1,250,370,925
2012-13	1,171,599,083	0	78,474,614	1,250,073,697
2013-14	1,195,466,105	0	70,234,083	1,265,700,188
2014-15	1,224,746,468	0	69,743,046	1,294,489,514
2015-16	1,267,903,229	0	68,336,666	1,336,239,895
2016-17	1,304,711,495	0	68,027,482	1,372,738,977
2017-18	1,364,333,801	0	72,072,094	1,436,405,895
2018-19	1,424,497,607	0	74,628,367	1,499,125,974
2019-20	1,491,766,585	0	76,242,235	1,568,008,820
2020-21	1,542,790,339	0	68,242,957	1,611,033,296
2021-22	1,580,161,957	0	71,086,938	1,651,248,895

Source: California Municipal Statistics Inc.

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Assessed Valuations and Parcels by Land Use. The following table shows secured assessed valuations and parcels by land use for fiscal year 2021-22. As shown in the table, approximately 80% of the parcels in the City, representing almost 69% of the assessed valuation in the City, has residential uses.

Table 7
City of Ukiah
Secured Assessed Valuation and Parcels by Land Use
Fiscal Year 2021-22

	2021-22 Assessed Valuation ⁽¹⁾	% of Total	No. of Parcels	% of Total
Non-Residential:				
Agricultural/Rural	\$890,499	0.06%	7	0.14%
Commercial/Office	417,438,043	26.42	598	11.75
Vacant Commercial	16,876,526	1.07	81	1.59
Industrial	27,538,364	1.74	32	0.63
Vacant Industrial	8,209,754	0.52	12	0.24
Recreational	3,529,605	0.22	3	0.06
Government/Social/Institutional	10,368,916	0.66	208	4.09
Miscellaneous	3,162,701	0.20	55	1.08
Subtotal Non-Residential	\$488,014,408	30.88%	996	19.57%
Residential:				
Single Family Residence	\$915,865,347	57.96%	3,569	70.13%
Mobile Home	4,710,222	0.30	91	1.79
Mobile Home Park	17,677,313	1.12	10	0.20
2 Residential Units/Duplex	36,317,513	2.30	148	2.91
3+ Residential Units/Apartments	101,690,439	6.44	168	3.30
Miscellaneous Residential	4,415,211	0.28	12	0.24
Vacant Residential	11,465,453	0.73	95	1.87
Subtotal Residential	\$1,092,141,498	69.12%	4,093	80.43%
Total	\$1,580,155,906	100.00%	5,089	100.00%

(1) Local Secured Assessed Valuation, excluding tax exempt property.

Source: California Municipal Statistics, Inc.

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Per Parcel Assessed Valuation of Single-Family Homes. Table 8 below shows the per parcel assessed valuation for improved single-family homes (according to 2021-22 assessed valuation) in the City. The average assessed valuation is \$257,266, and the median assessed valuation is \$247,364.

Table 8
CITY OF UKIAH
Fiscal Year 2021-22
Per Parcel Assessed Valuation of Single-Family Homes

	<u>No. of Parcels</u>	<u>2021-22 Assessed Valuation</u>	<u>Average Assessed Valuation</u>	<u>Median Assessed Valuation</u>
Single Family Residential	3,560	\$915,865,347	\$257,266	\$247,364

<u>2021-22 Assessed Valuation</u>	<u>No. of Parcels ⁽¹⁾</u>	<u>% of Total</u>	<u>Cumulative % of Total</u>	<u>Total Valuation</u>	<u>% of Total</u>	<u>Cumulative % of Total</u>
\$0 - \$49,999	157	4.410%	4.410%	\$5,204,211	0.568%	0.568%
\$50,000 - \$99,999	372	10.449	14.860	27,649,205	3.019	3.587
\$100,000 - \$149,999	383	10.758	25.618	48,128,619	5.255	8.842
\$150,000 - \$199,999	471	13.230	38.848	82,971,129	9.059	17.901
\$200,000 - \$249,999	426	11.966	50.815	95,418,461	10.418	28.320
\$250,000 - \$299,999	418	11.742	62.556	114,954,945	12.552	40.871
\$300,000 - \$349,999	450	12.640	75.197	145,837,993	15.924	56.795
\$350,000 - \$399,999	391	10.983	86.180	146,302,439	15.974	72.769
\$400,000 - \$449,999	212	5.955	92.135	89,530,108	9.775	82.545
\$450,000 - \$499,999	99	2.781	94.916	46,801,728	5.110	87.655
\$500,000 - \$549,999	63	1.770	96.685	32,937,241	3.596	91.251
\$550,000 - \$599,999	41	1.152	97.837	23,491,049	2.565	93.816
\$600,000 - \$649,999	25	0.702	98.539	15,513,673	1.694	95.510
\$650,000 - \$699,999	19	0.534	99.073	12,683,519	1.385	96.895
\$700,000 - \$749,999	7	0.197	99.270	5,016,608	0.548	97.442
\$750,000 - \$799,999	8	0.225	99.494	6,230,527	0.680	98.123
\$800,000 - \$849,999	8	0.225	99.719	6,558,092	0.716	98.839
\$850,000 - \$899,999	1	0.028	99.747	853,767	0.093	98.932
\$900,000 - \$949,999	3	0.084	99.831	2,762,954	0.302	99.234
\$950,000 - \$999,999	2	0.056	99.888	1,953,573	0.213	99.447
\$1,000,000 and greater	4	0.112	100.000	5,065,506	0.553	100.000
	3,560	100.000%		\$915,865,347	100.000%	

(1) Improved single-family residential parcels. Excludes condominiums and parcels with multiple family units.
Source: California Municipal Statistics, Inc.

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Principal Property Taxpayers. The top twenty largest local secured property taxpayers in the City, as shown on the 2021-22 secured tax roll, are listed in the table below. For fiscal year 2021-22, the total assessed valuation of the twenty largest local secured taxpayers is 12.30% of the total City fiscal year 2021-22 assessed valuation of \$194,428,281. See “–Property Taxes” above for additional information on the levy and collection of property taxes in the City.

TABLE 9
City of Ukiah
Principal Property Taxpayers (Secured Roll)
Fiscal Year 2021-22

	Property Owner	Primary Land Use	2021-22 Assessed Valuation	% of Total ⁽¹⁾
1.	Costco Wholesale Corporation	Commercial	\$ 23,290,334	1.47%
2.	Pear Tree REH LLC	Shopping Center	19,781,704	1.25
3.	Pear Orchard Associates	Commercial	14,782,803	0.94
4.	Savings Bank of Mendocino County	Bank	13,746,382	0.87
5.	S & K Inns of America Inc.	Hotel/Motel	12,271,310	0.78
6.	Skycrest Properties LP	Commercial	10,835,477	0.69
7.	Wal Mart Real Estate Business Trust	Commercial	10,589,103	0.67
8.	Redwood Business Park of Ukiah	Commercial	10,565,332	0.67
9.	Robert S. Sherwood	Apartments	8,921,039	0.56
10.	Marina Bay Crossing LLC	Industrial	8,264,745	0.52
11.	RCI Sierra Sunset LLC	Apartments	7,627,928	0.48
12.	Safeway Inc.	Supermarket	7,244,239	0.46
13.	FC Ranger RE Mountain View LLC	Convalescent Hospital	6,316,857	0.40
14.	Legacy Four Ukiah LLC	Commercial	6,092,737	0.39
15.	Manor Oaks Mobile Estates LLC	Mobile Home Park	5,948,993	0.38
16.	Rancho Del Rey Asset Partners LP	Mobile Home Park	5,933,839	0.38
17.	Arthur McChesney	Industrial	5,901,948	0.37
18.	Echelon Communities LLC	Apartments	5,732,808	0.36
19.	Shami Enterprises LLC	Shopping Center	5,326,831	0.34
20.	Willcon LLC	Commercial	5,253,872	0.33
			<u>\$194,428,281</u>	<u>12.30%</u>

(1) The total City secured assessed valuation for fiscal year 2021-22 is \$1,580,155,906.

Source: California Municipal Statistics, Inc.

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Financial Statements

The City's accounting policies conform to generally accepted accounting principles and reporting standards set forth by the State Controller. The audited financial statements also conform to the principles and standards for public financial reporting established by GASB.

Basis of Accounting and Financial Statement Presentation. The government-wide financial statements are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Audited Financial Statements. Set forth in the following tables is the City's General Fund balance sheets and statements of revenues, expenditures and changes in General Fund Balance for fiscal years 2015-16 through 2019-20, which are based on the City's audited financial statements. The balance sheets and statements presented in this Official Statement are subject to the various notes attached to the City's financial statements for the respective years. The City's Comprehensive Annual Financial Report ("**CAFR**") for Fiscal Year 2019-20, including the City's audited financial statements, is set forth in Appendix A.

General Fund Historical Financial Data

The following Tables 10 and 11 provide a five-year history of (i) the City's General Fund revenues, expenditures, and changes in fund balances for Fiscal Years 2015-16 through 2019-20 and (ii) the City's Comparative Balance Sheet for Fiscal Years 2015-16 through 2019-20,

TABLE 10
City of Ukiah
Statements of Revenues, Expenditures and Changes in General Fund Balance
Fiscal Years 2015-16 through 2019-20

	2015-16	2016-17	2017-18	2018-19	2019-20
<u>Revenues</u>					
Taxes:					
Property tax	\$2,641,247	\$1,470,323	\$2,836,902	\$2,984,192	\$3,139,960
Sales Tax	7,714,762	9,805,225	10,802,364	11,974,379	13,313,206
Transient occupancy	1,229,814	1,302,336	1,406,417	1,496,473	1,365,477
Business license tax	360,732	382,825	358,610	293,706	389,829
Other taxes	41,791	249	51,389	462	888
Franchise fees	1,514,800	--	1,653,146	1,781,141	1,742,671
Charges for services	713,948	1,427,085	1,679,034	1,615,737	1,340,123
Licenses and permits	341,642	1,792,595	548,627	211,113	259,533
Grants and contributions and donations	--	83,390	--	375,300	170,187
Intergovernmental	165,376	--	34,296	142,885	79,192
Fines, penalties and forfeitures	78,589	73,835	113,139	33,588	29,716
Use of money and property	--	95,016	--	--	203,726
Facility rental	--	--	--	73,362	--
Interest, rent and concessions	161,676	--	170,939	91,154	--
Miscellaneous	360,302	7,519	110,223	262,009	197,566
Total Revenues	15,324,679	16,440,398	19,765,086	21,335,501	22,232,074
<u>Expenditures</u>					
Current:					
General Government	391,859	430,390	282,860	45,889	283,477
Public safety	10,828,693	11,200,362	12,571,245	11,768,069	12,188,198
Housing and community development	147,879	822,166	1,019,061	1,107,911	1,130,666
Public works	1,847,237	1,158,550	1,643,691	1,518,533	1,470,613
Parks, buildings, and grounds	2,081,416	1,312,208	1,412,291	26	--
Recreation and culture	--	1,036,260	1,250,665	2,753,995	3,199,032
Economic development and redevelopment	--	181,387	--	178,493	203,508
Debt Service:					
Interest	--	--	49,925	142,679	91,304
Principal	--	--	14,055	80,070	55,523
Capital lease principal	--	16,243	--	101,727	104,282
Capital lease interest	--	--	--	26,232	23,678
Capital outlay	16,575	44,479	7,904,131	2,152,947	389,016
Total expenditures	15,313,659	16,202,045	26,147,924	19,876,571	19,139,297
Excess (deficiency) of revenues over (under) expenditures	11,020	238,353	(6,380,838)	1,458,930	3,092,777
<u>Other financing sources(uses)</u>					
Transfers in	345,445	415,601	851,338	166,699	375,712
Transfers out	(503,358)	(544,719)	(748,546)	(2,959,541)	(3,285,876)
Debt proceeds	--	--	--	--	227,607
Issuance of debts	--	--	5,125,731	--	--
Gain (loss) from sale of assets	--	--	--	--	57,078
Total other financing sources	(157,913)	(129,118)	5,228,523	(2,792,842)	(2,625,479)
<u>Extraordinary item</u>					
Restatement of loan from former Ukiah					
Redevelopment agency	--	--	--	6,000,000	--
Total	--	--	--	6,000,000	--
Net Change in fund balances	(146,893)	109,235	(1,152,315)	4,666,088	467,298
Beginning of year	5,359,894	5,213,001	5,322,236	4,169,921	8,836,009
End of year	\$5,213,001	\$5,322,236	\$4,169,921	\$8,836,009	\$9,303,307

Source: City Finance Department and City of Ukiah - audited financial statements for fiscal years 2015-16 through 2019-20.

TABLE 11
City of Ukiah
General Fund Balance Sheets
Fiscal Years 2015-16 through 2019-20

	2015-16	2016-17	2017-18	2018-19	2019-20
<u>Assets</u>					
Cash and investments	\$2,192,367	\$1,943,148	\$4,183,781	\$140,160	\$1,176,360
Restricted cash and investments	--	--	4,035,436	797,531	780,302
Receivables:					
Taxes	1,372,646	2,019,378	2,133,052	1,801,306	2,641,624
Accounts	767,031	13,608	150,830	645,439	260,277
Notes	--	725	--	216	61
Interest	15,623	17,033	11,247	34,381	2,856
Intergovernmental	--	--	--	--	--
Grants and subventions	--	--	--	--	97,421
Prepaid expenditures	11,437	15,901	14,290	216	195,446
Loans to employees	660	--	--	--	--
Due from other funds	600,156	935,266	--	48,772	1,291,737
Long-term notes receivable	--	--	825	--	--
Advances to other funds	899,246	1,115,967	1,778,132	1,590,370	1,262,811
Land held for resale	--	--	--	--	--
Due from other agencies	--	--	--	103,091	--
Advance to successor agency	--	--	--	6,000,000	3,923,857
Total Assets	5,859,166	6,061,026	12,307,593	11,161,482	11,632,752
<u>Deferred Inflow of Resources</u>					
Unavailable revenues - Grants	--	--	--	29,017	102,061
Total Deferred Outflow of Resources	--	--	--	29,017	102,061
<u>Liabilities</u>					
Accounts payable	275,271	294,875	5,886,763	874,063	476,943
Accrued payroll	370,894	443,915	502,733	500,924	841,918
Due to other funds	--	--	--	--	--
Advances from other funds	--	--	1,748,176	921,469	908,523
Total Liabilities	646,165	738,790	8,137,672	2,296,456	2,227,384
<u>Fund Balances</u>					
Nonspendable	911,343	1,131,868	1,793,247	5,514,226	6,673,912
Restricted	--	--	4,000,000	--	--
Committed	--	--	--	--	194,655
Assigned	185,443	4,190,368	--	--	--
Unassigned	4,116,215	--	(1,623,326)	3,321,783	2,434,740
Total Fund Balance	5,213,001	5,322,236	4,169,921	8,836,009	9,303,307
Total Liabilities & Fund Balance	\$5,859,166	\$6,061,026	\$12,307,593	\$11,161,482	\$11,632,752

Source: City of Ukiah - Audited Financial Statements for fiscal years 2015-16 through 2019-20.

Relevant Fiscal Policies

The City has adopted a comprehensive set of fiscal policies to provide guidance for all fiscal activities and resource allocation decisions as defined in the Adopted Budget. The policies set forth guidelines for both current activities and long-range planning. In addition, the City Council approved or adopted several other fiscal policies including:

- Investment Policy.
- Debt Management Policy.

- Reserve Policy

The following are certain highlighted aspects of the adopted policies.

City Investment Policy. The City invests its funds in accordance with the City's Investment Policy, in accordance with Section 53600 et seq. of the State Government Code. Idle cash management and investment transactions are the responsibility of the City Manager and City Treasurer. The Investment Policy sets forth the policies and procedures applicable to the investment of City funds and designates eligible investments. The Investment Policy's stated overarching purpose is to (i) ensure that public funds are invested in such a manner as to comply with state and local laws; (ii) ensure prudent money management; (iii) provide for daily cash flow requirements; and (iv) meet the objectives of the Investment Policy (per California Government Code Section 53600.5) in the following order of priority:

1. **Safety of Principal:** Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City strives to diversify its investments by investing funds among a variety of securities with independent returns.

2. **Liquidity:** The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated. Maturities of investments are selected in anticipation of disbursement needs, thereby obviating the need for forced liquidation or lost interest penalties.

3. **Return on Investments:** The City's investment portfolio shall have the objective of attaining a comparative performance measurement or an acceptable rate of return throughout budgetary and economic cycles. These measurements should be commensurate with the City's investment risk constraints identified in the Investment Policy and the cash flow characteristics of the portfolio.

Debt Management Policy. The City's Debt Management Policy sets forth parameters for issuing debt and managing the City's debt portfolio and generally sets forth the following: (i) the purposes for which the debt proceeds may be used, (ii) the types of debt that may be issued, (iii) the relationship of the debt to, and integration with, the issuer's capital improvement program or budget, if applicable, (iv) policy goals related to the City's planning goals and objectives, and (v) the internal control procedures that the City has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use. This policy will also assist the City in pursuing and maintaining quality credit ratings in addition to providing guidance to decision makers.

Reserve Policy. The City's Reserve Policy provides that the City strive to maintain a fund balance in the General Fund, including the General Fund's Strategic Reserve Fund, of at least twenty-five percent (25%) of budgeted General Fund operating expenditures. A 25% fund balance is equivalent to approximately three months of operating expenditures. The Reserve Policy's stated purpose of a 25% minimum fund balance is to meet cash flow requirements, to protect the City's essential service programs and funding requirements during periods of economic uncertainty, local disasters, other financial hardships or downturns in the local economy, and to provide for unforeseen operating or capital needs. The Operating Reserve contained approximately \$9.13 million as of June 30, 2020 (unaudited), which at 49.33% was above the target of 25% of budgeted General Fund expenditures (\$18.5 million for Fiscal Year 2021).

Risk Management. The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the City participates. The City is a member of the Redwood Empire Municipal Insurance Fund (“**REMIF**”), a public entity pool comprised of fifteen northern California charter and associate member cities. REMIF is organized under a Joint Powers Agreement pursuant to the California Government Code. The purpose of REMIF is to arrange and administer programs of insurance for the pooling of self-insured losses and to purchase excess insurance coverage. The City pays an annual premium to REMIF for its workers’ compensation, general liability and property coverage.

The City of Ukiah participates in the following three REMIF programs:

General Liability Insurance. Annual premiums are paid by the member cities and are adjusted retrospectively to cover costs. The City of Ukiah self-insures for the first \$25,000 of each loss and pays 100 percent of all losses incurred under \$25,000. The City does not share or pay for losses of other cities under \$5,000, depending on the entity’s deductible amount. Participating cities then share in the next \$5,000 to \$750,000 per loss occurrence. Specific coverage includes comprehensive and general automotive liability, personal injury, contractual liability, professional liability, and certain other coverage. REMIF is a member of the California Joint Powers Risk Management Authority, which provides REMIF with an additional \$39,250,000 liability insurance coverage over and above REMIF retention level of \$750,000.

Worker’s Compensation. Periodic deposits are paid by member cities and are adjusted retrospectively to cover costs. The City of Ukiah is self-insured for the first \$10,000 of each loss and pays 100 percent of all losses incurred under \$10,000. The City does not share or pay for losses of other cities under \$5,000.

Property Insurance. The City participates in REMIF’s property insurance program. The annual deposits paid by participating member cities are based upon deductibility levels and are not subject to retroactive adjustments. The City of Ukiah has a deductible level of \$500,000 for high-risk flood zones and \$100,000 for all wildfire and property related claims, and a coverage limit of \$400,000,000 declared value. Separate internal service funds are maintained by the City for the City’s deductibles and allocated share of pooled costs noted above. The total cash and investments held in these funds at June 30, 2020, was \$383,075.

See APPENDIX A Note 10 for additional details regarding the City’s pension and other employee benefits, including as relates to Risk Management.

Employee Retirement System; CalPERS

*This caption contains certain information relating to California Public Employees’ Retirement System (“**CalPERS**”). The information is primarily derived from information produced by CalPERS, its independent accountants and actuaries. The City has not independently verified the information provided by CalPERS and makes no representations and expresses no opinion as to the accuracy of the information provided by CalPERS.*

The comprehensive annual financial reports of CalPERS are available on its Internet website at www.calpers.ca.gov. The CalPERS website also contains CalPERS’ most recent actuarial valuation reports and other information concerning benefits and other matters. Such information is not incorporated by reference in this Official Statement. None of the Authority, City or Underwriter can guarantee the accuracy of such information. Actuarial assessments are

“forward-looking” statements that reflect the judgment of the fiduciaries of the pension plans, and are based upon a variety of assumptions, one or more of which may not materialize or may be changed in the future. Actuarial assessments will change with the future experience of the pension plans.

General Information about the Pension Plans. All qualified permanent and probationary employees are eligible to participate in the Public Agency Cost-Sharing Multiple-Employer Defined Benefit Pension Plan (“**Plan**”), administered by CalPERS. The Plan’s benefit provisions are established by statute. The Plan is included as a pension trust fund in the CalPERS Comprehensive Annual Financial Report, which is available online at www.calpers.ca.gov.

The Plan consists of a miscellaneous pool and a safety pool (referred to as “**risk pools**”), which are comprised of individual employer miscellaneous and safety rate plans, respectively, including those of the City. The City does not have any rate plans in the miscellaneous risk pool. The City’s employer rate plans in the safety risk pool include the Safety Fire plan (“**Fire**”), the Safety Police plan (“**Police**”), the PEPRSA Safety Fire plan (“**PEPRSA Safety Fire**”) and the PEPRSA Safety Police plan (“**PEPRSA Police**”).

PEPRSA. On September 12, 2012, the California Governor signed AB 340, a bill that enacted the California Public Employees’ Pension Reform Act of 2012 (“**PEPRSA**”) and that also amended various sections of the California Education and Government Codes, including the County Employees Retirement Law of 1937. Effective January 1, 2013, PEPRSA: (i) requires public retirement systems and their participating employers to share equally with employees the normal cost rate for such retirement systems; (ii) prohibits employers from paying employer paid member contributions to such retirement systems for employees hired after January 1, 2013; (iii) establishes a compulsory maximum non safety benefit formula of 2.5% at age 67; (iv) defines final compensation as the highest average annual pensionable compensation earned during a 36 month period; and (v) caps pensionable income at \$110,100 (\$132,120 for employees not enrolled in Social Security) subject to Consumer Price Index increases. Other provisions reduce the risk of the City incurring additional unfunded liabilities, including prohibiting retroactive benefits increases, generally prohibiting contribution holidays, and prohibiting purchases of additional non-qualified service credit.

Benefits Provided. The Plan provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Classic members and PEPRSA Safety members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. PEPRSA Miscellaneous members with five years of total service are eligible to retire at age 52 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after five years of service. The death benefit is the Basic Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees’ Retirement Law.

The provisions and benefits of each Plan that were in effect at June 30, 2021, are summarized as follows:

Employer Rate Plans in the Safety Risk Pool

	Fire	Police
Hire Date	Prior to January 1, 2013	On or after January 1, 1900
Benefit Formula	3.0% @ 55	3.0% @ 50
Benefit Vesting Schedule	5 years of service	5 years of service
Benefit Payments	Monthly for life	Monthly for life
Retirement Age	50	50
Monthly Benefits, As a % of Eligible Compensation	2.4% to 3.0%	3.0%
Required Employee Contribution Rates	9.000%	9.000%
Required Employer Contributions Rates	23.558%	25.540%

PEPRA Plans

	PEPRA Fire	PEPRA Police
Hire Date	On or after January 1, 2013	On or after January 1, 2013
Benefit	2.7% @ 57	2.7% @ 57
Benefit Vesting Schedule	5 years of service	5 years of service
Benefit Payments	Monthly for life	Monthly for life
Retirement Age	50	50
Monthly Benefits, As a % of Eligible Compensation	2.0% to 2.7%	2.0% to 2.7%
Required Employee Contribution Rates	13.75%	13.75%
Required Employer Contributions Rates	13.884%	13.884%

Miscellaneous Plan

	Miscellaneous	
	Prior to January 1, 2013	On or after January 1, 2013
Hire Date		
Benefit formula	2.70% @ 55	2.00% @ 62
Benefit vesting schedule	5 years' service	5 years' service
Benefit payments	Monthly for life	Monthly for life
Retirement age	55	62
Monthly benefits, as a % of eligible	2.00% to 2.50%	1.00% to 2.50%
Required employee contribution rates	8.00%	7.00%
Required employer contribution rates	12.764%	6.750%

Source: City of Ukiah Audit Fiscal Year ended June 30, 2020.

Contributions. Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the CalPERS actuary and shall be effective on the July 1 following notice of a change in the rate. Contribution rates for the employer rate plans are determined through the CalPERS' annual actuarial valuation process. Each employer rate plan's actuarially determined rate is based on the estimated amount necessary to pay the employer rate plan's allocated share of the cost of benefits earned by employees during the year, and any unfunded accrued liability. The City of Ukiah is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. For the year ended June 30, 2020 the contributions recognized as part of pension expense for each Plan were \$0 for Miscellaneous Risk Pools and \$2,177,282 for Safety Risk Plans.

The City is required to contribute at an actuarially determined rate of annual covered payroll, plus a fixed payment of unfunded liability. The actuarially determined rates and amounts for each Pension Plan for the fiscal years ended June 30, 2019 and June 30, 2020, are as follows:

CITY'S REQUIRED EMPLOYER CONTRIBUTION RATES & PAYMENTS

Pension Plan	Fiscal Year 2020-21			Fiscal Year 2021-22		
	Employer Normal Cost Rate	Employer Normal Cost Payment	Employer Payment of Unfunded Liability	Employer Normal Cost Rate	Employer Normal Cost Payment	Employer Payment of Unfunded Liability
Miscellaneous	12.764%	\$1,247,475	\$2,498,680	12.180%	\$1,291,806	\$2,816,117
Safety (Fire)	23.558	316,961	558,118	23.620	323,254	637,213
Safety (Police)	25.540	487,220	1,020,305	25.590	491,469	1,163,139
Safety (Fire) - PEPRA	13.884	8,635	687			
Safety (Police) - PEPRA	13.884	131,697	8,293			
Totals		\$2,191,988	\$4,086,083		\$663,961	\$1,149,677

Source: CalPERS Annual Valuation Report as of June 30, 2020.

Funding History. The funding history for the Miscellaneous Pension Plan, the Safety (Fire) Pension Plan and the Safety (Police) Pension Plan is shown in the tables below, listing for each plan the actuarial accrued liability, share of the pool's market value of assets, share of the pool's unfunded liability, funded ratio, and annual covered payroll.

MISCELLANEOUS PLAN

Valuation Date	Accrued Liability (AL)	Market Value of Assets (MVA)	Unfunded Liability	Funded Ratio	Annual Covered Payroll
06/30/15	\$77,006,902	\$49,394,496	\$27,612,406	64.1%	\$7,718,129
06/30/16	80,026,846	48,625,338	31,401,508	60.8	8,167,804
06/30/17	85,192,539	53,149,353	32,043,186	62.4	8,585,871
06/30/18	93,050,082	56,829,079	36,221,003	61.1	9,009,487
06/30/19	97,517,888	59,864,803	37,653,085	61.4	9,776,975
06/30/20	101,857,734	62,156,109	39,701,625	61.0	10,654,408

Source: CalPERS Annual Valuation Report as of June 30, 2020.

SAFETY PLAN (FIRE) PLAN

Valuation Date	Accrued Liability (AL)	Market Value of Assets (MVA)	Unfunded Liability	Funded Ratio	Annual Covered Payroll
06/30/15	\$18,778,934	\$14,123,247	\$4,655,687	75.2%	\$861,058
06/30/16	19,502,338	13,664,401	5,837,937	70.1	872,361
06/30/17	20,415,328	14,564,518	5,850,810	71.3	915,514
06/30/18	22,124,489	15,535,281	6,589,208	70.2	1,240,287
06/30/19	22,910,724	16,095,947	6,814,777	70.3	1,261,589
06/30/20	24,589,568	17,315,683	7,273,885	70.4	932,777

Source: CalPERS Annual Valuation Report as of June 30, 2020.

SAFETY PLAN (POLICE) PLAN

Valuation Date	Accrued Liability (AL)	Market Value of Assets (MVA)	Unfunded Liability	Funded Ratio	Annual Covered Payroll
06/30/15	\$32,603,700	\$23,991,212	\$8,612,488	73.6%	\$2,014,967
06/30/16	34,518,518	23,828,491	10,690,027	69.0	1,962,148
06/30/17	37,825,137	27,120,214	10,704,923	71.7	2,000,942
06/30/18	42,141,491	30,036,825	12,104,666	71.3	1,758,566
06/30/19	42,902,629	30,377,909	12,524,720	70.8	1,770,437
06/30/20	43,807,080	30,477,910	13,329,170	69.6	1,473,487

Source: CalPERS Annual Valuation Report as of June 30, 2020.

PEPRA SAFETY PLAN (FIRE) PLAN

Valuation Date	Accrued Liability (AL)	Market Value of Assets (MVA)	Unfunded Liability	Funded Ratio	Annual Covered Payroll
06/30/17	\$42	\$43	(\$1)	101.6%	\$49,577
06/30/18	19,545	18,289	1,256	93.6	57,335
06/30/19	82,588	78,983	3,605	95.6	340,912
06/30/20	211,540	202,278	9,262	95.6	545,518

Source: CalPERS Annual Valuation Report as of June 30, 2020.

PEPRA SAFETY PLAN (POLICE) PLAN

Valuation Date	Accrued Liability (AL)	Market Value of Assets (MVA)	Unfunded Liability	Funded Ratio	Annual Covered Payroll
06/30/15	\$119,219	\$112,898	\$6,321	94.7%	\$458,095
06/30/16	232,422	206,820	25,602	89.0	434,131
06/30/17	429,776	404,040	25,736	94.0	857,793
06/30/18	711,686	648,252	63,434	91.1	874,409
06/30/19	871,071	771,847	99,224	88.6	834,929
06/30/20	1,185,772	1,046,399	139,373	88.2	1,101,945

Source: CalPERS Annual Valuation Report as of June 30, 2020.

Net Pension Liability. As of June 30, 2020, the City reported net pension liabilities for its proportionate shares of the net pension liability of each Plan as follows:

	Proportionate Share of Net Pension Liability
Miscellaneous Risk Pool	--
Safety Risk Pool	\$18,158,244
Total Net Pension Liability	\$18,158,244

For the year ended June 30, 2020, the City recognized pension expense of \$3,551,524. See Note 11 to the City's audited financial statements for the fiscal year ending June 30, 2020 attached hereto as Appendix A for more information.

Actions Taken by CalPERS Related to Discount Rate and Other Assumptions. In 2013, the CalPERS' Board of Administration (the "**Board of Administration**") approved a recommendation to change the CalPERS amortization and smoothing policies. In 2018, the Board of Administration voted to shorten the period over which CalPERS will amortize actuarial gains and losses from 30 years to 20 years for new pension liabilities. In 2014, the Board of Administration approved new demographic actuarial assumptions based on a 2013 study of recent experience. The largest impact, applying to all benefit groups, is a new 20-year mortality projection reflecting longer life expectancies and that longevity will continue to increase. Because retirement benefits will be paid out for more years, the cost of those benefits will increase as a result. In 2015, the Board of Administration adopted a funding risk mitigation policy intended to incrementally lower its discount rate – its assumed rate of investment return – in years of good investment returns, help pay down the pension fund's unfunded liability, and provide greater predictability and less volatility in contribution rates for employers. In 2016, the Board of Administration voted to lower its discount rate for local agencies per the following schedule:

<u>Fiscal Year</u>	<u>Discount Rate</u>
2018-19	7.375%
2019-20	7.250
2020-21	7.000

On July 12, 2021, CalPERS announced it had achieved a preliminary investment return of 21.3% for the 12-month period ending June 30, 2021. Under the Funding Risk Mitigation Policy approved by the CalPERS Board of Administration in 2015, the double-digit return will trigger a reduction in the discount rate from 7.00% to 6.80%. The CalPERS Board may further reduce the discount rate in the near future. The final discount rate (and other assumptions) will be determined at the Asset Liability Management meeting that occurs in November 2021. CalPERS may lower the discount rate beyond the trigger set forth in the Funding Risk Mitigation Policy or make other changes.

Lowering the discount rate means employers that contract with CalPERS to administer their pension plans will see increases in their normal costs and unfunded actuarial liabilities. Active members hired after January 1, 2013, under PEPRa will also see their contribution rates rise. PEPRa included certain other provisions to try to minimize pension costs for covered employees. The three-year reduction of the discount rate will result in average employer rate increases of about 1 percent to 3 percent of normal cost as a percent of payroll for most miscellaneous retirement plans, and a 2 percent to 5 percent increase for most safety plans. Additionally, many CalPERS employers will see a 30 to 40 percent increase in their current unfunded accrued liability payments. These payments are made to amortize unfunded liabilities over 20 years to bring the pension fund to a fully funded status over the long-term.

Fiscal Year 2020-21 investment returns and changes to the discount rate and other assumptions, including demographic changes, will be reported on the June 30, 2021 CalPERS actuarial reports. These changes, including the newly determined discount rate, will be reflected in contribution levels for cities, counties, and special districts in Fiscal Year 2023-24.

Asset Volatility Ratio (AVR). Plans that have higher asset-to-payroll ratios experience more volatile employer contributions (as a percentage of payroll) due to investment return. For example, a plan with an asset-to-payroll ratio of 8 may experience twice the contribution volatility due to investment return volatility, than a plan with an asset-to-payroll ratio of 4. Shown below is the asset volatility ratio for the Miscellaneous Plan, the Safety Plan (Fire), the Safety Plan (Police),

the PEPPRA Safety (Fire) and the PEPPRA Safety (Police) plan which a measure of each plan's current contribution volatility. It should be noted that this ratio is a measure of the current situation. It increases over time but generally tends to stabilize as the plan matures.

Liability Volatility Ratio (LVR). Plans that have higher liability-to-payroll ratios experience more volatile employer contributions (as a percentage of payroll) due to investment return and changes in liability. For example, a plan with a liability-to-payroll ratio of 8 is expected to have twice the contribution volatility of a plan with a liability-to-payroll ratio of 4. The liability volatility ratio is also shown in the table below. It should be noted that this ratio indicates a longer-term potential for contribution volatility. The AVR, described above, will tend to move closer to the LVR as the plan matures. Since the liability volatility ratio is a long-term measure, it is shown below at the current discount rate (7 percent) as well as the discount rate the Board has adopted to determine the contribution requirement in the June 30, 2020 actuarial valuation (7.00 percent).

Rate Volatility	Miscellaneous Plan*	Safety Plan (Fire)*	Safety Plan (Police)*	PEPPRA Safety Plan (Police)*	PEPPRA Safety Plan (Fire)*
1. Market Value of Assets	\$62,085,040	\$17,315,683	\$30,477,910	\$1,046,399	\$202,278
2. Payroll	10,654,408	932,777	1,473,487	1,101,945	545,518
3. Asset Volatility Ratio (AVR) [(1) / (2)]	5.8	18.6	20.7	0.9	0.4
4. Accrued Liability	\$101,857,734	\$24,589,568	\$43,807,080	\$1,185,772	\$211,540
5. Liability Volatility Ratio (LVR) [(4) / (2)]	9.6	26.4	29.7	1.1	0.4

* As of June 30, 2020

Source: CalPERS Annual Valuation Report as of June 30, 2020.

Deferred Compensation Plan. City employees may defer a portion of their compensation under a City sponsored Deferred Compensation Plan created in accordance with Internal Revenue Code Section 457. Under this plan, participants are not taxed on the deferred portion of their compensation until distributed to them; distributions may be made only at termination, retirement, death or in an emergency defined by the plan. The laws governing deferred compensation plan assets require plan assets to be held by a trust for the exclusive benefit of plan participants and their beneficiaries. Since the assets held under these plans are not the City's property and are not subject to City control, they are excluded from the City's financial statements.

General Fund Long-Term Indebtedness

The following is a summary of changes in long-term liabilities for the year ended June 30, 2020.

2017 Fire Engine Lease (direct borrowing). In October 2017, the City entered a capital lease with Umpqua Bank for the purchase of two Type-1 fire engine totaling \$1,125,731. Principal and interest payments are due semi-annually on May 1 and November 1 of each year with an interest rate of 2.45 percent. Lease payments are made by the General Fund. The total combined amount of accumulated depreciation on both fire engines is \$168,861.

2017 Computer Equipment Lease (direct borrowing). In July 2017, the City entered into a capital lease with IBM Credit LLC for the purchase of computer equipment and software totaling \$285,663. Principal is paid annually on September 1 and interest payments are due monthly with interest rates ranging from 2.15 percent to 2.37 percent. Lease payments are made primarily by the Information Technology internal service fund. The total combined amount of accumulated depreciation on this computer equipment is \$114,104.

2017 I-Bank Financing Lease (direct borrowing). In August 2017, the City entered into an agreement for \$4,000,000 with the California Infrastructure and Economic Development Bank (I-Bank) to finance roadway and other right-of-way improvements related to the Redwood Business Park. Principal is paid annually commencing on August 1, 2018, and interest payments are made semi-annually on August 1 and February 1 at an interest rate of 3.30 percent. Lease payments are made primarily by the General Fund. The total combined amount of accumulated depreciation on the roadway improvements is \$160,000.

2020 Fire Brush Truck Lease (direct borrowing). In February 2020, the City entered a capital lease with Umpqua Bank for the purchase of one Skeeter fire brush truck totaling \$227,606. Principal and interest payments are due semi-annually on March 1 and September 1 of each year with an interest rate of 2.8 percent. Lease payments are made by the General Fund.

2020 Capital Facilities Lease. In December 2020, the City entered into a \$2,530,000 principal amount capital lease financing with the Authority to finance reimbursement to the City purchase of a downtown commercial property and to finance renovation costs for use as a City community facilities center.

2020 Pension Obligation Restructuring Lease. In December 2020, the City entered into a \$49,875,000 principal amount capital lease financing with the Authority to finance reimbursement to the City of approximately \$5 million for pension costs made in Fiscal Year 2020-21 and to pay off approximately \$46 million of the City's UAL owed to CalPERS under certain of its respective Pension Plans.

OVERLAPPING DEBT OF THE CITY

Direct and Overlapping Bonded Debt

Set forth on the following page is a direct and overlapping debt report for the City (the “**Debt Report**”) prepared by California Municipal Statistics, Inc. and dated as of November 1, 2021. The Debt Report is included for general information purposes only. The City has not reviewed the Debt Report for completeness or accuracy and makes no representations in connection therewith. The Debt Report generally includes long term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the City in whole or in part. Such long-term obligations generally are not payable from revenues of the City (except as indicated) nor are they necessarily obligations secured by land within the City. In many cases long-term obligations issued by a public agency are payable from the general fund or other revenues of such public agency. The total 2020-21 assessed valuation of \$1,651,248,896 reflected in the Debt Report is provided by California Municipal Statistics, Inc. Neither the City, the Authority nor the Underwriter has verified this information.

TABLE 12
City of Ukiah
Direct and Overlapping Debt Statement
(as of November 1, 2021)

2021-22 Assessed Valuation: \$1,651,248,896

<u>OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 11/1/21</u>
Mendocino Lake Community College District	13.466%	\$8,121,272
Ukiah Unified School District	34.004	<u>20,815,424</u>
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$28,936,696
<u>DIRECT AND OVERLAPPING GENERAL FUND DEBT:</u>		
Mendocino County Certificates of Participation	12.740%	\$1,874,054
Mendocino County Pension Obligation Bonds	12.740	4,320,771
Ukiah Unified School District General Fund Obligations	34.004	2,262,386
City of Ukiah General Fund Obligations	100.000	<u>55,918,515⁽¹⁾</u>
TOTAL DIRECT AND OVERLAPPING GENERAL FUND DEBT		\$64,375,726
<u>OVERLAPPING TAX INCREMENT DEBT (Successor Agency):</u>	100.000%	\$4,863,469
COMBINED TOTAL DEBT		\$98,175,891 ⁽²⁾

Ratios to 2021-22 Assessed Valuation:

Total Overlapping Tax and Assessment Debt	1.75%
Combined Direct Debt (\$55,918,515).....	3.39%
Combined Total Debt.....	5.95%

Ratios to Redevelopment Successor Agency Incremental Valuation (\$758,918,515):

Total Overlapping Tax Increment Debt.....	0.64%
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(1) Excludes issue to be sold.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS

The constitutional and statutory provisions discussed in this section have the potential to affect the ability of the City to levy taxes and spend tax proceeds for operating and other purposes.

Article XIII A of the State Constitution

Section 1(a) of Article XIII A of the State Constitution limits the maximum ad valorem tax on real property to 1% of full cash value (as defined in Section 2 of Article XIII A), to be collected by counties and apportioned according to law. Section 1(b) of Article XIII A provides that the 1% limitation does not apply to ad valorem taxes to pay interest or redemption charges on (1) indebtedness approved by the voters prior to June 1, 1978 or (2) any bonded indebtedness for the acquisition or improvement of real property approved on or after June 1, 1978, by two thirds of the votes cast by the voters voting on the Proposition. Section 2 of Article XIII A defines “full cash value” to mean “the county assessor’s valuation of real property as shown on the 1975–76 tax bill under ‘full cash value’ or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment.” The full cash value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or to reflect a reduction in the consumer price index or comparable data for the area under taxing jurisdiction or reduced in the event of declining property value caused by substantial damage, destruction or other factors. Legislation enacted by the State Legislature to implement Article XIII A provides that notwithstanding any other law, local agencies may not levy any ad valorem property tax except to pay debt service on indebtedness approved by the voters as described above.

The voters of the State subsequently approved various measures that further amended Article XIII A. One such amendment generally provides that the purchase or transfer of (i) real property between spouses or (ii) the principal residence and the first \$1,000,000 of the full cash value of other real property between parents and children, does not constitute a “purchase” or “change of ownership” triggering reassessment under Article XIII A. This amendment could serve to reduce the property-tax revenues of the City. Other amendments permitted the State Legislature to allow persons over 55 or “severely disabled homeowners” who sell their residences and buy or build another of equal or lesser value within two years in the same county, to transfer the old residence’s assessed value to the new residence.

In the November 1990 election, the voters approved the amendment of Article XIII A to permit the State Legislature to exclude from the definition of “newly constructed” the construction or installation of seismic retrofitting improvements or improvements utilizing earthquake hazard mitigation technologies constructed or installed in existing buildings after November 6, 1990.

Article XIII A has also been amended to permit reduction of the “full cash value” base in the event of declining property values caused by damage, destruction or other factors, provided that there would be no increase in the “full cash value” base in the event of reconstruction of property damaged or destroyed in a disaster.

Article XIII B of the State Constitution

Article XIII B of the State Constitution limits the annual appropriations of the State and of any city, county, school district, special district, authority or other political subdivision of the State to the appropriations limit for the prior Fiscal Year, as adjusted for changes in the cost of living, population and services for which the fiscal responsibility is shifted to or from the governmental

entity. The “base year” for establishing this appropriations limit is the 1978–79 Fiscal Year. The appropriations limit may also be adjusted in emergency circumstances, subject to limitations.

Appropriations of an entity of local government subject to Article XIIB generally include authorizations to expend during a Fiscal Year the “proceeds of taxes” levied by or for the entity, exclusive of certain State subventions, refunds of taxes, and benefit payments from retirement, unemployment insurance and disability insurance funds. “Proceeds of taxes” include but are not limited to, all tax revenues, certain State subventions received by the local governmental entity and the proceeds to the local governmental entity from (1) regulatory licenses, user charges, and user fees (to the extent that such proceeds exceed the cost of providing the service or regulation) and (2) the investment of tax revenues. Article XIIB provides that if a governmental entity’s revenues in any year exceed the amounts permitted to be spent, the excess must be returned by revising tax rates or fee schedules over the subsequent two fiscal years.

Article XIIB does not limit the appropriation of moneys to pay debt service on indebtedness existing or authorized as of January 1, 1979, or for bonded indebtedness approved thereafter by a vote of the electors of the issuing entity at an election held for that purpose, or appropriations for certain other limited purposes. Furthermore, Article XIIB was amended in 1990 to exclude from the appropriations limit “all qualified capital outlay projects, as defined by the Legislature” from proceeds of taxes. The Legislature has defined “qualified capital outlay project” to mean a fixed asset (including land and construction) with a useful life of 10 or more years and a value which equals or exceeds \$100,000. As a result of this amendment, the appropriations to pay the lease payments on the City’s long term General Fund lease obligations are generally excluded from the City’s appropriations limit. The City has never exceeded its appropriations limit.

Articles XIIC and XIID of the State Constitution

General. On November 5, 1996, the voters of the State approved Proposition 218, known as the “Right to Vote on Taxes Act.” Proposition 218 adds Articles XIIC and XIID to the California Constitution and contains a number of interrelated provisions affecting the ability of the City to levy and collect both existing and future taxes, assessments, fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the “Supermajority Vote to Pass New Taxes and Fees Act.” Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as “fees.” Proposition 26 amended Articles XIII A and XIIC of the State Constitution. The amendments to Article XIII A limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. The amendments to Article XIIC define “taxes” that are subject to voter approval as “any levy, charge, or exaction of any kind imposed by a local government,” with certain exceptions.

Taxes. Article XIIC requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes of the City (“general taxes”) require a majority vote; taxes for specific purposes (“special taxes”), even if deposited in the City’s General Fund, require a two-thirds vote.

Property-Related Fees and Charges. Article XIID also adds several provisions making it generally more difficult for local agencies to levy and maintain property-related fees, charges, and assessments for municipal services and programs. These provisions include, among other

things, (i) a prohibition against assessments which exceed the reasonable cost of the proportional special benefit conferred on a parcel, (ii) a requirement that assessments must confer a “special benefit,” as defined in Article XIID, over and above any general benefits conferred, (iii) a majority protest procedure for assessments which involves the mailing of notice and a ballot to the record owner of each affected parcel, a public hearing and the tabulation of ballots weighted according to the proportional financial obligation of the affected party, and (iv) a prohibition against fees and charges which are used for general governmental services, including police, fire or library services, where the service is available to the public at large in substantially the same manner as it is to property owners.

Reduction or Repeal of Taxes, Assessments, Fees and Charges. Article XIIC also removes limitations on the initiative power in matters of reducing or repealing local taxes, assessments, fees or charges. No assurance can be given that the voters of the City will not, in the future, approve an initiative or initiatives which reduce or repeal local taxes, assessments, fees or charges currently comprising a substantial part of the City’s General Fund. If such repeal or reduction occurs, the City’s ability to pay debt service on the Bonds could be adversely affected.

Burden of Proof. Article XIIC provides that local government “bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor’s burdens on, or benefits received from, the governmental activity.” Similarly, Article XIID provides that in “any legal action contesting the validity of a fee or charge, the burden shall be on the agency to demonstrate compliance” with Article XIID.

Judicial Interpretation of Proposition 218. The interpretation and application of Articles XIIC and XIID will ultimately be determined by the courts, and it is not possible at this time to predict with certainty the outcome of such determination.

Impact on City’s General Fund. The City does not believe that any material source of General Fund revenue is subject to challenge under Proposition 218 or Proposition 26.

The approval requirements of Articles XIIC and XIID reduce the flexibility of the City to raise revenues for the General Fund, and no assurance can be given that the City will be able to impose, extend or increase the taxes, fees, charges or taxes in the future that it may need to meet increased expenditure needs.

Proposition 1A; Proposition 22

Proposition 1A. Proposition 1A, proposed by the Legislature in connection with the State’s Fiscal Year 2004-05 Budget, approved by the voters in November 2004 and generally effective in Fiscal Year 2006-07, provided that the State may not reduce any local sales tax rate, limit existing local government authority to levy a sales tax rate or change the allocation of local sales tax revenues, subject to certain exceptions. Proposition 1A generally prohibited the State from shifting to schools or community colleges any share of property tax revenues allocated to local governments for any Fiscal Year, as set forth under the laws in effect as of November 3, 2004. Any change in the allocation of property tax revenues among local governments within a county had to be approved by two-thirds of both houses of the Legislature.

Proposition 22. Proposition 22, entitled “The Local Taxpayer, Public Safety and Transportation Protection Act,” was approved by the voters of the State in November 2010.

Proposition 22 eliminates or reduces the State's authority to (i) temporarily shift property taxes from cities, counties and special districts to schools, (ii) use vehicle license fee revenues to reimburse local governments for State-mandated costs (the State will have to use other revenues to reimburse local governments), (iii) redirect property tax increment from redevelopment agencies to any other local government, (iv) use State fuel tax revenues to pay debt service on State transportation bonds, or (v) borrow or change the distribution of State fuel tax revenues.

Unitary Property

AB 454 (Chapter 921, Statutes of 1986) provides that revenues derived from most utility property assessed by the State Board of Equalization ("Unitary Property"), commencing with the 1988–89 Fiscal Year, are allocated as follows: (i) each jurisdiction will receive up to 102% of its prior year State-assessed revenue; and (ii) if county-wide revenues generated from Unitary Property are less than the previous year's revenues or greater than 102% of the previous year's revenues, each jurisdiction will share the burden of the shortfall or benefit of the excess revenues by a specified formula. This provision applies to all Unitary Property except railroads, whose valuation will continue to be allocated to individual tax rate areas.

The provisions of AB 454 do not constitute an elimination of the assessment of any State-assessed properties nor a revision of the methods of assessing utilities by the State Board of Equalization. Generally, AB 454 allows valuation growth or decline of Unitary Property to be shared by all jurisdictions in a county.

Possible Future Initiatives

Article XIII A, Article XIII B and Propositions 218, 26, 1A and 22 were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time, other initiative measures could be adopted, further affecting the City's revenues or its ability to expend revenues.

BOND OWNERS' RISKS

The following describes certain special considerations and risk factors affecting the payment of and security for the Bonds. The following discussion is not meant to be an exhaustive list of the risks associated with the purchase of any Bonds and does not necessarily reflect the relative importance of the various risks. Potential investors in the Bonds are advised to consider the following special factors along with all other information in this Official Statement in evaluating the Bonds. There can be no assurance that other considerations will not materialize in the future.

No Pledge of Taxes

General. The obligation of the City to pay the Lease Payments and Additional Rental Payments does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation. The obligation of the City to pay Lease Payments and Additional Rental Payments does not constitute a debt or indebtedness of the City, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

The City is currently liable on other obligations payable from general revenues, which are described above under "CITY FINANCIAL INFORMATION – Long-Term Obligations Payable Out of General Fund."

Limitations on Taxes and Fees. Certain taxes, assessments, fees and charges presently imposed by the City could be subject to the voter approval requirements of Article XIIIC and Article XIIID of the State Constitution. Based upon the outcome of an election by the voters, such fees, charges, assessments and taxes might no longer be permitted to be imposed, or may be reduced or eliminated and new taxes, assessments fees and charges may not be approved. The City has assessed the potential impact on its financial condition of the provisions of Article XIIIC and Article XIIID of the State Constitution respecting the imposition and increase of taxes, fees, charges and assessments and does not believe that an election by the voters to reduce or eliminate the imposition of certain existing fees, charges, assessments and taxes would substantially affect its financial condition. However, the City believes that if the initiative power was exercised so that all local taxes, assessments, fees and charges that may be subject to Article XIIIC and Article XIIID of the State Constitution are eliminated or substantially reduced, the financial condition of the City, including its General Fund, could be materially adversely affected.

Although the City does not currently anticipate that the provisions of Article XIIIC and Article XIIID of the State Constitution would adversely affect its ability to pay Lease Payments and its other obligations payable from the General Fund, no assurance can be given regarding the ultimate interpretation or effect of Article XIIIC and Article XIIID of the State Constitution on the City's finances. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS."

Abatement

In the event of loss or substantial interference in the use and possession by the City of all or any portion of the Leased Property caused by material damage, title defect, destruction to or condemnation of the Leased Property, Lease Payments will be subject to abatement. See "SECURITY FOR THE BONDS – Abatement" herein. In the event that such component of the Leased Property, if damaged or destroyed by an insured casualty, could not be replaced during the period of in which proceeds of rental interruption insurance, if any, will be available in lieu of Lease Payments, or in the event that casualty insurance proceeds or condemnation proceeds are insufficient to provide for complete repair or replacement of such component of the Leased Property or prepayment of the Bonds, there could be insufficient funds to make payments to Owners in full. It is not always possible to predict the circumstances under which abatement of rental may occur. In addition, there is no statute, case or other law specifying how such an abatement of rental should be measured. For example, it is not clear whether fair rental value is established as of commencement of the lease or at the time of the abatement. If the latter, it may be that the value of the Leased Property is substantially higher or lower than its value at the time of issuance of the Bonds. Abatement, therefore, could have an uncertain and material adverse effect on the security for and payment of the Bonds.

If damage, destruction, title defect or eminent domain proceedings with respect to the Leased Property results in abatement of the Lease Payments related to such Leased Property and if such abated Lease Payments, if any, together with moneys from rental interruption or use and occupancy insurance, if any, (in the event of any insured loss due to damage or destruction), and eminent domain proceeds, if any, are insufficient to make all payments of principal and interest with respect to the Bonds during the period that the Leased Property is being replaced, repaired or reconstructed, then all or a portion of such payments of principal and interest may not be made. Reduction in Lease Payments due to abatement as provided in the Lease does not constitute a default thereunder, and no remedy is available to the Bond Owners under the Lease

or the Indenture for nonpayment under such circumstances. See APPENDIX C – “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – The Lease – Abatement of Rental.”

Limited Recourse on Default; No Right to Repossess; No Acceleration of Lease Payments

Failure by the City to make Lease Payments, or failure to pay Additional Rental Payments or to observe and perform any other terms, covenants or conditions contained in the Lease or in the Indenture for a period of 30 days after written notice of such failure and request that it be remedied has been given to the City by the Authority or the Trustee, constitute Events of Default under the Lease. Such events permit the Trustee or the Authority to pursue any and all remedies available. However, notwithstanding anything in the Lease or in the Indenture to the contrary, there is no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments that are not then in default to be immediately due and payable, nor do the Authority or the Trustee have any right to repossess or relet the Leased Property.

Following an event of default, the Authority or the Trustee may elect either to terminate the Lease and seek to collect damages from the City or to maintain the Lease in effect and seek to collect the Lease Payments as they become due. See “APPENDIX C – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – The Lease” herein.

In the event of a default, there is no remedy of acceleration of the total Lease Payments due over the term of the Lease and neither the Authority nor the Trustee are empowered to sell or relet the Leased Property and use the proceeds of such sale or reletting to redeem the Bonds or pay debt service with respect thereto. The City will be liable only for Lease Payments on an annual basis and, in the event of a default, the Authority or Trustee would be required to seek a separate judgment each year for that year’s defaulted Lease Payments. Any such suit for money damages would be subject to limitations on legal remedies against municipalities in California, including a limitation on enforcement of judgments against funds of a Fiscal Year other than the Fiscal Year in which the Lease Payments were due and against funds needed to serve the public welfare and interest.

Additional Obligations of the City

General. The City is permitted to enter into other obligations which constitute additional charges against its revenues without the consent of Owners of the Bonds, and may in the future be subject to liabilities payable from the general fund (some of which are described below). To the extent that additional obligations are incurred by (or imposed upon) the City, the funds available to pay Lease Payments may be decreased.

The Lease Payments and other payments due under the Lease (including payment of costs of repair and maintenance of the Leased Property, taxes and other governmental charges levied against the Leased Property) are payable from funds lawfully available to the City. If the amounts that the City is obligated to pay in a fiscal year exceed the City’s revenues for such year, the City may choose to make some payments rather than making other payments, including Lease Payments and Additional Rental Payments, based on the perceived needs of the City. The same result could occur if, because of California Constitutional limits on expenditures, the City is not permitted to appropriate and spend all of its available revenues or is required to expend available revenues to preserve the public health, safety and welfare.

Litigation. The City is subject to litigation arising in the normal course of business. See “LITIGATION.”

CalPERS Obligations. Many cities and other local agencies in the State have been faced with increased payments due to CalPERS in recent years. The City, like many other cities and local agencies in the State, is responsible for payments to CalPERS for its share of employee pension costs. Amounts owed to CalPERS for pension costs have increased in recent years and are expected to continue to increase, as CalPERS implements changes to its discount rate and other methodologies for calculating pension costs. See “THE CITY – Pension Plans” for additional information on CalPERS.

Default

Whenever any event of default referred to in the Lease happens and continues, the Trustee (as assignee of the Authority) is authorized under the terms of the Lease to exercise any and all remedies available under law or granted under the Lease. See “APPENDIX C – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS” for a detailed description of available remedies in the case of a default under the Lease.

If a default occurs, there is no remedy of acceleration of the total Lease Payments due over the term of the Lease. The Trustee is not empowered to sell the Leased Property and use the proceeds of such sale to prepay the Bonds or pay debt service on the Bonds.

The City will be liable only for Lease Payments on an annual basis and, in the event of a default, the Trustee would be required to seek a separate judgment each year for that year's defaulted Lease Payments. Any such suit for money damages would be subject to limitations on legal remedies against municipalities in the State, including a limitation on enforcement of judgments against funds of a fiscal year other than the fiscal year in which the Lease Payments were due and against funds needed to serve the public welfare and interest.

Abatement

Under certain circumstances related to damage, destruction, condemnation or title defects which cause a substantial interference with the use and possession of the Leased Property, the City's obligation to make Lease Payments will be subject to full or partial abatement and could result in the Trustee having inadequate funds to pay the principal and interest on the Bonds as and when due. See “SECURITY FOR THE BONDS – Abatement” and “APPENDIX C – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS.”

Although the City is required under the Lease to maintain property and liability insurance with respect to the Leased Property, the required insurance coverage is subject to certain conditions and restrictions. See “SECURITY FOR THE BONDS – Property Insurance.”

The City is not required to maintain rental interruption insurance to thereby generate available moneys to make debt service payments on the Bonds during any period of abatement.]]]

Sales Taxes

Sales tax revenues are typically the biggest source of revenue to the City, behind property taxes. Sales tax revenues are based upon the gross receipts of retail sales of tangible goods and products by retailers with taxable transactions in the City, which could be impacted by a variety of factors.

For example, before final maturity of the Bonds, the City may enter into an economic recession. In times of economic recession, the gross receipts of retailers often decline, and such a decline would cause the sales tax revenues received by the City to also decline.

In addition, changes or amendments in the laws applicable to the City's receipt of sales tax revenues, whether implemented by State legislative action or voter initiative, could have an adverse effect on sales tax revenues received by the City. For example, many categories of transactions are exempt from the statewide sales tax, and additional categories could be added in the future. Currently, most sales of food products for human consumption are exempt; this exemption, however, does not apply to liquor or to restaurant meals. The rate of sales tax levied on taxable transactions in the City or the fee charged by the CDTFA for administering the City's sales tax could also be changed.

Property Taxes

Property taxes are a significant source of General Fund revenue to the City. Certain risks associated with property tax revenues follow.

Levy and Collection. The City does not have any independent power to levy and collect property taxes. Any reduction in the tax rate or the implementation of any constitutional or legislative property tax decrease could reduce the City's property tax revenues, and accordingly, could have an adverse impact on the ability of the City to make Lease Payments. Likewise, delinquencies in the payment of property taxes could have an adverse effect on the City's ability to pay principal of and interest on the Bonds when due.

Reduction in Inflationary Rate. Article XIII A of the California Constitution provides that the full cash value base of real property used in determining assessed value may be adjusted from year to year to reflect the inflationary rate, not to exceed a 2% increase for any given year, or may be reduced to reflect a reduction in the consumer price index or comparable local data. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS." Such measure is computed on a calendar year basis. Because Article XIII A limits inflationary assessed value adjustments to the lesser of the actual inflationary rate or 2%, there have been years in which the assessed values were adjusted by actual inflationary rates, which were less than 2%. Since Article XIII A was approved, the annual adjustment for inflation has fallen below the 2% limitation a limited number of times.

The City is unable to predict if any adjustments to the full cash value base of real property within the City, whether an increase or a reduction, will be realized in the future.

Appeals of Assessed Values. There are two types of appeals of assessed values that could adversely impact property tax revenues:

Proposition 8 Appeals. Most of the appeals that might be filed in the City would be based on Section 51 of the Revenue and Taxation Code, which requires that for each lien date the value of real property must be the lesser of its base year value annually adjusted by the inflation factor pursuant to Article XIII A of the State Constitution or its full cash value, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property or other factors causing a decline in value.

Under California law, property owners may apply for a reduction of their property tax assessment by filing a written application with the appropriate county board of

equalization or assessment appeals board. In most cases, the appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value. These market-driven appeals are known as Proposition 8 appeals.

Any reduction in the assessment ultimately granted as a Proposition 8 appeal applies to the year for which application is made and during which the written application was filed. These reductions are often temporary and are adjusted back to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A.

Base Year Appeals. A second type of assessment appeal is called a base year appeal, where the property owners challenge the original (basis) value of their property. Appeals for reduction in the “base year” value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

No assurance can be given that property tax appeals in the future will not significantly reduce the City’s property tax revenues.

Natural Calamities

General. Natural disasters, such as seismic events, flooding, landslides or wildfires, could affect economic activity in the City, and could have a negative impact on City finances. There can be no assurance that the occurrence of any natural calamity would not cause substantial interference to and costs for the City or impact the Leased Property.

Seismic. The City is located in a seismically active area of California. If there were to be an occurrence of severe seismic activity in the area of the City, such an occurrence may adversely affect economic activity in the City, and could have a negative impact on City finances. The City could be at risk from strong ground motion and secondary effects related to a seismic event, including ground failure (such as landslide, liquefaction, lateral spreading, lurching and differential settlement) and seismically induced flooding (such as flooding from a tsunami or dam failure).

Wildfires. Although the City is not located within a Fire Hazard Severity Zone as established by CAL FIRE (<https://egis.fire.ca.gov/FHSZ>), there are areas adjacent to the City that are open space parklands and more susceptible to wildfires. In addition, many areas of northern California have suffered from major wildfires in recent years, including numerous wildfires in northern California in 2020 and in 2021. In addition to their direct impact on health and safety and property damage in California, the smoke from many of these wildfires has impacted the quality of life throughout the region, and the City and may have short-term and future impacts on commercial activity in the City. The fires have been driven in large measure by drought conditions and low humidity. Experts expect that California will continue to be subject to wildfire conditions year over year as a result in changing weather patterns due to climate change.

Droughts. California is subject to droughts from time-to-time. On April 1, 2015, for the first time in California’s history, Governor Edmund G. Brown directed the State Water Resources Control Board to implement mandatory water reductions in cities and towns across California to

reduce water usage by 25%. Following a wet winter in 2016-17, most of the mandatory water reductions were lifted, only to return again in 2021 following unusually dry years.

Climate Change. City finances may be negatively impacted by climate change. Local impacts of climate change are not definitive, but parcels in the City could experience changes to local and regional weather patterns; increased risk of flooding; and water restrictions. See, for example, the discussions above regarding wildfires and droughts.

COVID-19 Pandemic

The spread of COVID-19 has impacted governments, businesses and people in a manner that is having negative effects on global and local economies. In response to the pandemic, the City took actions to activate its emergency operations center, temporarily close all non-essential City services, introduced teleworking as and where appropriate, implemented daily screening of all employees, and abided by all state and federal guidelines and orders. The City actively monitors the COVID-19 situation in the community and acts swiftly to issue executive orders to mitigate the spread of the virus. Additionally, the City has forged a strong relationship with the Mendocino County Health Department and local medical clinics to ensure timely sharing of information and coordinated responses to issues.

The City continues to monitor the spread of COVID-19 and is working with local, state, and national agencies to address the potential impact of the pandemic upon the City. There can be no assurances that the spread of COVID-19 and/or responses intended to slow the spread of COVID-19 such as declining business and travel activity, will not materially adversely impact the state and national economies and, accordingly, materially adversely impact the financial condition of the City and the City's General Fund. In addition, the City may experience increased personnel costs and/or reduced revenues due to the COVID-19 situation and the related impact on economic and other activity in and around the City.

Cyber Security

The City, like many other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other sensitive electronic information, the City is potentially subject to multiple cyber threats, including without limitation hacking, viruses, ransomware, malware and other attacks. The City maintains insurance coverage for loss resulting from cyber security incidents, however no assurance can be given that the City's efforts to manage cyber threats and attacks will be successful in all cases, or that any such attack will not materially impact the operations or finances of the City, or the administration of the Bonds. The City is also reliant on other entities and service providers in connection with the administration of the Bonds, including without limitation the County tax collector for the levy and collection of property taxes, the Trustee, and the dissemination agent. No assurance can be given that the City and/or the other entities will not be affected by cyber threats and attacks in a manner that may affect the Bond owners.

Limitations on Remedies Available to Bond Owners

The ability of the City to comply with its covenants under the Lease may be adversely affected by actions and events outside of the control of the City, and may be adversely affected by actions taken (or not taken) by voters, property owners, taxpayers or payers of assessments, fees and charges. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS" above. Furthermore, any remedies available to the owners of the Bonds

upon the occurrence of an event of default under the Lease or the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay and could prove both expensive and time consuming to obtain.

In addition to the limitations on Bondowner remedies contained in the Lease and the Indenture, the rights and obligations under the Bonds, the Lease and the Indenture may be subject to the following: the United States Bankruptcy Code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect; usual equity principles which may limit the specific enforcement under State law of certain remedies; the exercise by the United States of America of the powers delegated to it by the Federal Constitution; and the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose. Bankruptcy proceedings, or the exercise of powers by the federal or state government, if initiated, could subject the Owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation or modification of their rights.

The opinion to be delivered by Bond Counsel, concurrently with the issuance of the Bonds, will include a qualification that the rights of the owners of the Bonds and the enforceability of the Bonds and the Indenture, the Lease and the Site Lease may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and may also be subject to the exercise of judicial discretion in accordance with principles of equity or otherwise in appropriate cases. See "APPENDIX E — FORM OF OPINION OF BOND COUNSEL."

Secondary Market for Bonds

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that any Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then-prevailing circumstances. Such prices could be substantially different from the original purchase price.

TAX MATTERS

Federal Tax Status. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "**Tax Code**") that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may

cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes “original issue discount” for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes “bond premium” for purposes of federal income taxes and State of California personal income taxes.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Bonds who purchase the Bonds after the initial offering of a substantial amount of such maturity. Owners of such Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering to the public at the first price at which a substantial amount of such Bonds is sold to the public.

Under the Tax Code, bond premium is amortized on an annual basis over the term of the Bond (said term being the shorter of the Bond’s maturity date or its call date). The amount of bond premium amortized each year reduces the adjusted basis of the owner of the Bond for purposes of determining taxable gain or loss upon disposition. The amount of bond premium on a Bond is amortized each year over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized Bond premium is not deductible for federal income tax purposes. Owners of premium Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such

opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the Bonds, or as to the consequences of owning or receiving interest on the Bonds, as of any future date. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the Bonds, the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

CERTAIN LEGAL MATTERS

Jones Hall, A Professional Law Corporation, Bond Counsel, will render an opinion with respect to the validity of the Bonds, the form of which is set forth in “APPENDIX E — FORM OF OPINION OF BOND COUNSEL.” Certain legal matters will also be passed upon for the City and the Authority by Jones Hall, A Professional Law Corporation, as Disclosure Counsel. Certain legal matters will be passed upon for the City by the City Attorney, and for the Underwriter by its counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation.

LITIGATION

Except as may otherwise be set forth in this Official Statement, to the best knowledge of the City, there is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending and notice of which has been served on and received by the City or, to the knowledge of the City, threatened against or affecting the City or the assets, properties or operations of the City which, if determined adversely to the City or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Lease, the Site Lease or the Indenture, or upon the financial condition, assets, properties or operations of the City, and the City is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially adversely affect the consummation of the transactions contemplated by the Lease, the Site Lease or the Indenture, or the financial conditions, assets, properties or operations of the City, including but not limited to the payment and performance of the City’s obligations under the Lease.

The City is subject to claims, actions, and lawsuits arising in the normal course of business. At this time, the City does not believe any of the lawsuits are likely to be resolved in a manner that would result in liability to the City in excess of its existing insurance coverage. However, no assurance can be given that an adverse outcome in any pending or future litigation against the City would not result in a material adverse effect upon the financial condition of the City and its ability to pay the Lease Payments securing the Bonds.

RATING[S]

S&P Global Ratings (“**S&P**”), a division of Standard & Poor’s Financial Services LLC has assigned its municipal bond rating of “___” to the Bonds. This rating reflects only the views of S&P, and an explanation of the significance of this rating, and any outlook assigned to or associated with this rating, should be obtained from S&P. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. The City has provided certain additional information and materials to the rating agency (some of which does not appear in this Official Statement). There is no assurance that this rating will continue for any given period of time or that this rating will not be revised downward or withdrawn entirely by the rating agency, if in the judgment of the rating agency, circumstances so warrant. Any such downward revision or withdrawal of any rating on the Bonds may have an adverse effect on the market price or marketability of the Bonds.

CONTINUING DISCLOSURE

The City will covenant for the benefit of owners of the Bonds to provide certain financial information and operating data by not later than nine months after the end of the City’s fiscal year, or April 1, of each year (based on the City’s current fiscal year-end of June 30), commencing April 1, 2022, with the report for the 2020-21 fiscal year (the “**Annual Report**”) and to provide notices of the occurrence of certain listed events.

These covenants have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5), as amended (the “**Rule**”). The specific nature of the information to be contained in the Annual Report or the notices of listed events by the City is set forth in “APPENDIX D – Form of Continuing Disclosure Certificate.”

A review of the City’s prior compliance with its continuing disclosure obligations under the Rule reveals that the City did not timely file its audited financial statements and/or annual report information by the due dates for Fiscal Years 2015-16 through 2019-20.

All remedial filings have been made and the City has engaged NHA Advisors LLC to assist with its continuing disclosure obligations under the Rule in the future.

MUNICIPAL ADVISOR

The City and the Authority have retained NHA Advisors LLC, of San Rafael, California, as municipal advisor (the “**Municipal Advisor**”) in connection with the offering of the Bonds. All financial and other information presented in this Official Statement has been provided by the City and the Authority from their records, except for information expressly attributed to other sources. The Municipal Advisor takes no responsibility for the accuracy or completeness of the data provided by the City, Authority or others and has not undertaken to make an independent verification or does not assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The fee of the Municipal Advisor is contingent upon the successful closing of the Bonds.

UNDERWRITING

Oppenheimer & Co. Inc., as underwriter (the “**Underwriter**”), has entered into a Bond Purchase Agreement with the Authority under which it will purchase the Bonds at a purchase price of \$_____, which is equal to the par amount of the Bonds, less an Underwriter’s discount of \$_____.

The Underwriter will be obligated to take and pay for all of the Bonds if any are taken. The Underwriter intends to offer the Bonds to the public at the offering prices set forth on the inside cover page of this Official Statement. After the initial public offering, the public offering price may be varied from time to time by the Underwriter.

PROFESSIONAL SERVICES

In connection with the issuance of the Bonds, fees payable to the following professionals involved in the offering are contingent upon the issuance and delivery of the Bonds: Jones Hall, A Professional Law Corporation, as Bond Counsel and Disclosure Counsel; NHA Advisors LLC, San Rafael, California, as municipal advisor to the Authority and the City; _____, _____, California, as counsel to the Underwriter; and The Bank of New York Mellon Trust Company, N.A., as Trustee.

EXECUTION

The execution of this Official Statement and its delivery have been authorized by the Board of the Authority and the City Council of the City.

UKIAH PUBLIC FINANCING AUTHORITY

By: _____
Executive Director

CITY OF UKIAH

By: _____
City Manager

APPENDIX A
AUDITED FINANCIAL STATEMENTS
FOR FISCAL YEAR ENDING JUNE 30, 2020

APPENDIX B

GENERAL INFORMATION ABOUT THE CITY OF UKIAH AND THE COUNTY OF MENDOCINO

*The following information concerning the County of Mendocino (the “**County**”) and the City of Ukiah (the “**City**”) is included only for the purpose of supplying general information regarding the area. The Bonds are not a debt of the County, the City, the State of California (the “**State**”) or any of its political subdivisions, and neither the County, the City, the State nor any of its political subdivisions is liable therefor. The City and the Underwriter take no responsibility for the accuracy or completeness of such information.*

General

The City. The City is located in the north central area of the County, approximately 100 miles north of San Francisco and about an hour’s drive from the coastal redwoods and the Mendocino Coast. The City is the largest city in the County and is the County seat. The City was incorporated in 1876 and was the first community in the United States to utilize a Council-Manager form of government. The City Council is made up of five members who set policy and set up the City budget. The City Council appoints a Mayor, City Manager, City Treasurer, City Clerk and members of other commissions.

The County. The County was created in 1850 by the State Legislature and was one of the State’s original 27 counties. Sonoma, Lake, Glenn, Tehama, Trinity and Humboldt counties all border Mendocino County on its inland side. The County spans an area of over 2 million acres, which is approximately 3500 square miles and its coastline runs about 100 miles. Coastal highways 1 and 101, running through the center of the County, are important transportation routes. Smaller country roads connect Mendocino’s five distinct regions, which are the Anderson Valley to the south, South Mendocino coast, North Mendocino coast, Northern Mendocino County and the Russian River Valley to the east. The City of Ukiah is the largest city in the County and is the County seat. The County is legislatively governed by a board of five supervisors, each with a separate district.

The County has nine Indian reservations lying within its borders, the fourth most of any county in the United States (after San Diego County, California; Sandoval County, New Mexico; and Riverside County, California).

Population

The following table lists population estimates for the City, the County and the State for the last five years, as of January 1 each year.

CITY OF UKIAH, COUNTY OF MENDOCINO, STATE OF CALIFORNIA
Population Estimates
Years 2017 through 2021, as of January 1

Year	City of Ukiah	Mendocino County	State of California
2017	15,937	88,646	39,352,398
2018	16,081	88,542	39,519,535
2019	15,942	88,205	39,605,361
2020	15,951	87,708	39,648,938
2021	15,526	86,669	39,466,855

Source: California Department of Finance, Demographic Research Unit.

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Industry and Employment

MENDOCINO COUNTY
Civilian Labor Force, Employment and Unemployment
Calendar Years 2016 through 2020
(March 2020 benchmark)

	2016	2017	2018	2019	2020
Civilian Labor Force ⁽¹⁾	39,620	39,560	39,460	38,650	37,020
Employment	37,520	37,760	37,870	37,090	33,720
Unemployment	2,100	1,800	1,590	1,560	3,290
Unemployment Rate	5.3%	4.5%	4.0%	4.0%	8.9%
<u>Wage and Salary Employment:</u> ⁽²⁾					
Agriculture	1,360	1,380	1,450	1,460	1,410
Mining and Logging	300	330	310	290	270
Construction	1,060	1,220	1,380	1,390	1,320
Manufacturing	2,550	2,540	2,470	2,430	2,360
Wholesale Trade	740	840	810	740	700
Retail Trade	4,730	4,760	4,820	4,810	4,480
Transportation, Warehousing, Utilities	710	710	730	720	840
Information	250	230	230	210	170
Financial Activities	1,050	1,060	1,070	1,050	980
Professional and Business Services	1,670	1,670	1,790	1,860	1,800
Educational and Health Services	5,580	5,750	5,780	5,840	5,530
Leisure and Hospitality	4,410	4,410	4,490	4,360	3,200
Other Services	790	810	810	750	700
Federal Government	280	270	270	270	290
State Government	570	560	580	600	640
Local Government	6,400	6,400	6,320	6,310	5,740
Total all Industries ⁽³⁾	32,440	32,950	33,290	33,100	30,390

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(3) Columns may not sum to totals due to rounding.

Source: State of California Employment Development Department.

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Principal Employers

The following table lists the principal employers within the City for fiscal year 2019-20.

CITY OF UKIAH Principal Employers Fiscal Year 2019-20

Employer Name	No. of Employees
Adventist Health Ukiah Valley	500-999
City of Ukiah	100-249
Costco Wholesale	100-249
County of Mendocino	1,000-1,250
Dharma Realm Buddhist Association	100-249
Mendocino Community Health	250-499
Mendocino County Office of Education	100-249
Pacific Coast Farm Credit	100-249
Ukiah Valley Medical Center	500-999
Walmart	100-249

Source: City of Ukiah.

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The following table lists, in alphabetical order, the largest manufacturing and non-manufacturing employers within the County as of October 2021.

COUNTY OF MENDOCINO
Major Employers
As of October 2021
(In Alphabetical Order)

Employer Name	Location	Industry
Adventist Health Howard Meml	Willits	Hospitals
Adventist Health Mendocino Cst	Fort Bragg	Hospitals
Adventist Health Ukiah Vly	Ukiah	Outpatient Services
California Department-Forestry	Willits	Government Offices-State
Costco Wholesale	Ukiah	Wholesale Clubs
Coyote Valley Casino	Redwood Valley	Casinos
Dharma Realm Buddhist Assn	Ukiah	Associations
Fetzer Vineyards	Hopland	Wineries (mfrs)
Georgia-Pacific Corp	Fort Bragg	Sawmills (mfrs)
Little River Inn	Little River	Golf Courses
Mendocino Community Health	Ukiah	Clinics
Mendocino County Food Stamps	Ukiah	Government Offices-County
Mendocino County Office of Edu	Ukiah	Boards of Education
Mendocino County Sheriff	Point Arena	Government Offices-County
Mendocino County Social Svc	Ukiah	Government Offices-County
Mendocino Redwood Co LLC	Calpella	Restaurants
MetalFx Inc	Willits	Sheet Metal Fabricators (mfrs)
Oak Point Ranch	Potter Valley	Vineyards
Pacific Coast Farm Credit	Ukiah	Loans-Agricultural
Safeway	Fort Bragg	Grocers-Retail
Sawmill	Ukiah	Sawmills & Planing Mills-General (mfrs)
Ukiah City Civic Ctr	Ukiah	Government Offices-City/Village & Twp
Ukiah High School	Ukiah	Schools
Ukiah Valley Medical Ctr	Ukiah	Hospitals
Walmart	Ukiah	Department Stores

Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2022 1st edition.

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Effective Buying Income

“Effective Buying Income” is defined as personal income less personal tax and nontax payments, a number often referred to as “disposable” or “after-tax” income. Personal income is the aggregate of wages and salaries, other labor-related income (such as employer contributions to private pension funds), proprietor’s income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), nontax payments (fines, fees, penalties, etc.) and personal contributions to social insurance. According to U.S. government definitions, the resultant figure is commonly known as “disposable personal income.”

The following table summarizes the total effective buying income for the City, the County, the State, and the United States for the period 2018 through 2022.

**CITY OF UKIAH, MENDOCINO COUNTY,
STATE OF CALIFORNIA AND UNITED STATES
EFFECTIVE BUYING INCOME
As of January 1, 2018 through 2022**

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2018	City of Ukiah	\$304,459	\$37,984
	Mendocino County	1,833,429	40,496
	California	1,113,648,181	59,646
	United States	8,640,770,229	50,735
2019	City of Ukiah	\$341,372	\$39,976
	Mendocino County	1,958,994	42,231
	California	1,183,264,399	62,637
	United States	9,017,967,563	52,841
2020	City of Ukiah	\$412,016	\$47,335
	Mendocino County	2,374,052	48,768
	California	1,243,564,816	65,870
	United States	9,487,165,436	55,303
2021	City of Ukiah	\$366,626	\$45,764
	Mendocino County	2,149,946	46,801
	California	1,290,894,604	67,956
	United States	9,809,944,764	56,790
2022	City of Ukiah	\$416,520	\$55,457
	Mendocino County	2,538,336	55,971
	California	1,452,426,153	77,058
	United States	11,208,582,541	64,448

Source: The Nielsen Company (US), Inc for year 2018; Claritas, LLC for 2019 through 2022.

Commercial Activity

A summary of historic taxable sales within the City and the County during the past five years in which data is available is shown in the following tables.

Total taxable sales during the first quarter of calendar year 2021 in the City were reported to be \$143,482,524, a 13.16% increase over the total taxable sales of \$126,801,383 reported during the first quarter of calendar year 2020.

CITY OF UKIAH
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
Calendar Years 2016 through 2020 (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2016	478	\$415,019	775	\$467,938
2017	469	413,944	774	465,072
2018	457	432,223	803	485,110
2019	455	491,185	807	548,622
2020	461	520,425	814	582,571

Source: State Department of Tax and Fee Administration.

Total taxable sales during the first quarter of calendar year 2021 in the County were reported to be \$434,304,382, a 20.66% increase over the total taxable sales of \$359,950,406 reported during the first quarter of calendar year 2020.

COUNTY OF MENDOCINO
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
Calendar Years 2016 through 2020 (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2016	2,489	\$1,075,436	4,145	\$1,424,943
2017	2,529	1,111,403	4,460	1,467,165
2018	2,492	1,150,832	4,796	1,490,850
2019	2,472	1,245,092	5,046	1,602,968
2020	2,567	1,350,609	5,232	1,728,692

Source: State Department of Tax and Fee Administration.

Construction Activity

Construction activity in the City and the County for the past five years for which data is available is shown in the following tables.

CITY OF UKIAH Building Permit Valuation For Calendar Years 2016 through 2020 (Dollars in Thousands)⁽¹⁾

	2016	2017	2018	2019	2020
<u>Permit Valuation</u>					
New Single-family	\$2,230.4	\$3,582.6	\$4,794.6	\$2,054.1	\$2,340.8
New Multi-family	8,400.0	0.0	0.0	0.0	3,526.4
Res. Alterations/Additions	850.3	1,133.6	10,268.4	627.8	991.5
Total Residential	11,480.7	4,716.2	15,063.0	2,681.9	6,858.7
New Commercial	654.0	3,403.7	5,699.5	331.6	1,973.3
New Industrial	78.2	0.0	0.0	14.6	0.0
New Other	667.0	505.1	1,877.1	244.9	700.0
Com. Alterations/Additions	726.4	726.8	845.0	608.0	613.1
Total Nonresidential	2,125.6	4,635.6	8,421.6	1,199.1	3,286.4
<u>New Dwelling Units</u>					
Single Family	13	16	25	11	9
Multiple Family	48	0	0	0	240
TOTAL	61	16	25	11	249

(1) Totals may not foot due to rounding.

Source: Construction Industry Research Board, Building Permit Summary.

MENDOCINO COUNTY Building Permit Valuation For Calendar Years 2016 through 2020 (Dollars in Thousands)⁽¹⁾

	2016	2017	2018	2019	2020
<u>Permit Valuation</u>					
New Single-family	\$11,628.5	\$17,779.4	\$29,034.7	\$22,296.2	\$20,148.2
New Multi-family	8,400.0	224.9	0.0	1,630.7	3,526.4
Res. Alterations/Additions	10,523.7	7,241.9	985.7	9,095.0	9,570.8
Total Residential	30,552.2	25,246.2	39,303.1	33,021.9	33,245.4
New Commercial	3,937.5	14,404.3	4,248.8	17,698.1	20,058.6
New Industrial	78.2	775.3	5.0	14.6	20,158.6
New Other	4,008.9	2,859.7	20,105.1	5,738.3	4,898.0
Com. Alterations/Additions	6,652.3	2,240.8	7,387.6	8,771.3	5,546.0
Total Nonresidential	14,676.9	20,280.1	31,746.5	32,222.3	50,661.2
<u>New Dwelling Units</u>					
Single Family	70	91	157	137	102
Multiple Family	48	2	0	8	240
TOTAL	118	93	157	145	342

(1) Totals may not foot due to rounding.

Source: Construction Industry Research Board, Building Permit Summary.

APPENDIX C

**SUMMARY OF CERTAIN PROVISIONS OF
PRINCIPAL LEGAL DOCUMENTS**

APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

\$ _____
UKIAH PUBLIC FINANCING AUTHORITY
Lease Revenue Bonds, Series 2022
(Capital Projects)

This Continuing Disclosure Certificate (this “Disclosure Certificate”) is executed and delivered by the City of Ukiah (the “City”) in connection with the issuance by the Authority of the bonds captioned above (the “Bonds”). The Bonds are being issued under an Indenture of Trust dated as of January 1, 2022 (the “Indenture”), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”). The City hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“*Annual Report*” means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“*Annual Report Date*” means April 1 of each year.

“*Dissemination Agent*” means NHA Advisors LLC, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“*Listed Events*” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“*MSRB*” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

“*Official Statement*” means the final official statement, executed by the City and the Authority in connection with the issuance of the Bonds.

“*Participating Underwriter*” means Oppenheimer & Co. Inc., the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“*Rule*” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 2022, with the report for Fiscal Year 2020-21, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b). The City shall provide a written certificate with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide (or cause the Dissemination Agent to provide) in a timely manner to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) Audited Financial Statements of the City prepared in accordance with Generally Accepted Accounting Principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) To the extent not contained in the audited financial statements filed pursuant to the preceding clause (a), the Annual Report shall contain information showing:

(i) the principal amount of Bonds outstanding as of June 30 preceding the filing of the Annual Report;

(ii) the balance in each fund under the Indenture as of June 30 preceding the filing of the Annual Report; and

(iii) updates to the substance of the information contained in the following tables in the Official Statement:

(A) General Fund Revenues, Expenditures and Fund Balances (most recent adopted budget), substantially in the form of Table 1;

(B) General Fund Revenues, Expenditures and Fund Balances (most recently completed fiscal year audited), substantially in the form of Table 3;

(C) General Fund Tax Revenues by Source, substantially in the form of Table 4;

(D) Taxable Transactions, substantially in the form of Table 6;

(E) Assessed Value of Taxable Property, substantially in the form of Table 7; and

(F) Top Twenty Local Secured Taxpayers, substantially in the form of Table 9.

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.

- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.
- (13) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material (for definition of "financial obligation," see clause (f)).
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties (for definition of "financial obligation," see clause (f)).

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsection (a)(8) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Indenture.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14), and (a)(15) of this Section 5 contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above.

(d) For the purposes of the event identified in (a)(12) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(e) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(f) For purposes of Section 5(a)(15) and (16), “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days’ written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Indenture for amendments to the Indenture with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond owners or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

Section 15. Governing Law. This Disclosure Certificate shall be governed by the laws of the state of California.

Date: _____, 2022

CITY OF UKIAH

By _____
 Name: _____
 Title: _____

ACCEPTED AND AGREED:

NHA Advisors LLC,
 As Dissemination Agent

By _____
 Authorized Representative

APPENDIX E
FORM OF OPINION OF BOND COUNSEL

[Closing Date]

Board of Directors
 Ukiah Public Financing Authority
 300 Seminary Avenue
 Ukiah, California 95482

OPINION: \$_____ Ukiah Public Financing Authority
 Lease Revenue Bonds, Series 2022 (Capital Projects)

Members of the Board of the Directors:

We have acted as bond counsel to the Ukiah Public Financing Authority (the "Authority") in connection with the issuance by the Authority of its Lease Revenue Bonds, Series 2022 (Capital Projects) in the aggregate principal amount of \$_____ (the "Bonds"), under an Indenture of Trust dated as of January 1, 2022 (the "Indenture"), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee, and under the provisions of Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the California Government Code (the "Bond Law"). The Bonds are secured by Revenues as defined in the Indenture, including certain lease payments made by the City of Ukiah (the "City") under a Lease Agreement dated as of January 1, 2022 (the "Lease") between the Authority as lessor and the City as lessee. We have examined the Indenture, the Lease, the Bond Law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the Authority and the City contained in the Indenture, the Lease and in the certified proceedings, and upon other certifications furnished to us, without undertaking to verify the same by independent investigation. Based upon our examination, we are of the opinion, under existing law, as follows:

1. The Authority is a joint exercise of powers agency duly organized and existing under the laws of the State of California, with power to enter into the Indenture and the Lease, to perform the agreements on its part contained therein and to issue the Bonds.

2. The Bonds constitute legal, valid and binding special obligations of the Authority enforceable in accordance with their terms and payable solely from the sources provided therefor in the Indenture.

3. The Indenture and the Lease have been duly approved by the Authority and constitute the legal, valid and binding obligations of the Authority enforceable against the Authority in accordance with their respective terms.

4. The Indenture establishes a valid first and exclusive lien on and pledge of the Revenues (as that term is defined in the Indenture) and other funds pledged thereby for the security of the Bonds, in accordance with the terms of the Indenture.

5. The City is a municipal corporation duly organized and existing under the laws of the State of California, with power to enter into the Lease and to perform the agreements on its part contained therein. The Lease has been duly approved by the City and constitutes a legal, valid and binding obligation of the City enforceable against the City in accordance with its terms.

6. Interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the Authority and the City comply with all requirements of the Internal Revenue Code of 1986, as amended, which must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Authority and the City have covenanted in the Indenture, the Lease and in other instruments relating to the Bonds to comply with each of such requirements, and the Authority and the City have full legal authority to make and comply with such covenants. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. We express no opinion regarding other federal tax consequences arising with respect to the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

7. Interest on the Bonds is exempt from California personal income taxation.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds, the Indenture and the Lease may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and may also be subject to the exercise of judicial discretion in appropriate cases.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

A Professional Law Corporation

APPENDIX F

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company (“DTC”), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the issuer of the Bonds (the “Issuer”) nor the trustee appointed with respect to the Bonds (the “Agent”) take any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current “Rules” applicable to DTC are on file with the Securities and Exchange Commission and the current “Procedures” of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the securities (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding

company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of _____. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting

rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

§ _____
**UKIAH PUBLIC FINANCING AUTHORITY
LEASE REVENUE BONDS, SERIES 2022
(CAPITAL PROJECTS)**

BOND PURCHASE AGREEMENT

_____, 2022

Ukiah Public Financing Authority
300 Seminary Avenue
Ukiah, CA 95482

City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Ladies and Gentlemen:

The undersigned Piper Sandler & Co. (the “Underwriter”) offers to enter into this Bond Purchase Agreement (this “Purchase Agreement”) with the Ukiah Public Financing Authority (the “Authority”) and the City of Ukiah, California (the “City”), which, upon the acceptance by the Authority and the City, will be binding upon the Authority, the City and the Underwriter. This offer is made subject to acceptance by the Authority and by the City by the execution of this Purchase Agreement and delivery of the same to the Underwriter prior to 11:59 P.M., California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Authority and the City at any time prior to the acceptance hereof by the Authority and the City. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Indenture (defined herein).

Section 1. Purchase and Sale. Upon the terms and conditions and on the basis of the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the Authority, and the Authority hereby agrees to issue, sell and deliver to the Underwriter all (but not less than all) of the Ukiah Public Financing Authority Lease Revenue Bonds, Series 2022 (Capital Projects) (the “Bonds”). The Bonds shall be dated as of their date of delivery. Interest on the Bonds shall be payable semiannually on April 1 and October 1 of each year, commencing April 1, 2022 (each an “Interest Payment Date”), and will bear interest at the rates and on the dates as set forth in Exhibit A hereto.

The purchase price for the Bonds shall be \$_____ (which represents the principal amount of the Bonds in the amount of \$_____, [plus a premium in the amount of \$_____], less an Underwriter’s discount of \$_____).

The City and Authority acknowledge and agree that: (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm’s-length commercial transaction among the City, the Authority and the Underwriter; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as a municipal advisor (as defined in Section 15B of the Securities

Exchange Act of 1934, as amended), financial advisor or fiduciary; (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City or the Authority with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City or the Authority on other matters); and (iv) the City and the Authority have consulted their own legal, financial, municipal and other advisors to the extent they have deemed appropriate.

Section 2. The Bonds. The Bonds shall be secured by the Revenues (as defined in the Indenture, dated as of January 1, 2022 (the “Indenture”), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”)) consisting primarily of base rental payments (“Base Rental Payments”) to be paid by the City pursuant to the Lease Agreement, dated as of January 1, 2022 (the “Lease Agreement”), by and between the Authority and the City. The Authority’s right to receive the Base Rental Payments due under the Lease Agreement and to exercise remedies upon default under such Lease Agreement shall be assigned to the Trustee for the benefit of the owners of the Bonds pursuant to an Assignment Agreement, dated as of January 1, 2022 (the “Assignment Agreement”), by and between the Authority and the Trustee.

The Bonds are being issued to (i) reconstruct the City’s corporation yard and construct improvements to various City streets, as described in the Official Statement; and (ii) fund the costs of issuance associated with the issuance and sale of the Bonds.

Section 3. Public Offering and Establishment of Issue Price. The Underwriter agrees to make a *bona fide* initial public offering of all the Bonds at the public offering prices (or yields) set forth on Exhibit A attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as they deem necessary in connection with the marketing of the Bonds, provided that the Underwriter shall not change the interest rates set forth on Exhibit A. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices.

The Underwriter agrees to assist the Authority in establishing the issue price of the Bonds and shall execute and deliver to the Authority at Closing (as defined below) an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Authority and Bond Counsel (as defined below), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

The Authority will treat the first price at which 10% of each maturity of the Bonds (the “10% test”), identified as “10% Test Used” in Exhibit A, is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the Authority the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Authority the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined below) has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also

sets forth, identified under the column “Hold the Offering Price Rule Used,” as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Authority and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Authority to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Authority when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i) “public” means any person other than an underwriter or a related party;
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public);
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and
- (iv) “sale date” means the date of execution of this Purchase Agreement by all parties.

Section 4. The Official Statement. By their acceptance of this Purchase Agreement, the Authority and the City ratify, confirm and approve of the use and distribution by the Underwriter prior to the date hereof of the Preliminary Official Statement relating to the Bonds, dated _____, 2022 (including the cover page, all appendices and all information incorporated therein and any supplements or amendments thereto and as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, the “Preliminary Official Statement”) that authorized officers of the City and the Authority deemed “final” as of its date, for purposes of Rule 15c2-12

promulgated under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”) except for certain omissions permitted to be omitted therefrom by Rule 15c2-12. The Authority and the City hereby agree to deliver or cause to be delivered to the Underwriter, within seven (7) business days of the date hereof, copies of the final official statement, dated the date hereof, relating to the Bonds (including all information previously permitted to have been omitted by Rule 15c2-12, the cover page, all appendices, all information incorporated therein and any amendments or supplements as have been approved by the Authority, the City and the Underwriter (the “Official Statement”)) in such quantity as the Underwriter shall reasonably request to comply with Rule 15c2-12(b)(4) and the rules of the Municipal Securities Rulemaking Board (the “MSRB”).

Section 5. Closing. At 8:30 a.m., California time, on _____, 2022, or at such other time or date as the Authority, the City and the Underwriter mutually agreed upon, the Authority shall deliver or cause to be delivered to the Trustee, and the Trustee shall deliver or cause to be delivered through the facilities of The Depository Trust Company, New York New York (“DTC”), the Bonds in definitive form, duly executed and authenticated. Concurrently with the delivery of the Bonds, the Authority and the City shall deliver the documents hereinafter mentioned at the offices of The Weist Law Firm, Los Gatos, California (“Bond Counsel”) or another place to be mutually agreed upon by the Authority, the City and the Underwriter. The Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in immediately available funds. This payment for and delivery of the Bonds, together with the delivery of the aforementioned documents referenced herein, is called the “Closing.”

The Bonds shall be registered in the name of Cede & Co., as nominee of DTC in denominations of \$5,000 and any integral multiple thereof, and shall be made available to the Underwriter at least one (1) business day before the Closing for purposes of inspection and packaging. The Authority and the City acknowledge that the services of DTC will be used initially by the Underwriter to permit the issuance of the Bonds in book-entry form, and agree to cooperate fully with the Underwriter in employing such services.

Section 6. Representations, Warranties and Covenants of the Authority. The Authority represents, warrants and covenants to the Underwriter and the City that:

(a) The Authority is and will be at the date of Closing a joint exercise of powers authority organized and existing under the laws of the State of California (the “State”), including Section 6500 *et seq.* of the Government Code of the State of California (the “JPA Act”) with all necessary power and authority to enter into and perform its duties under the Site and Facility Lease, dated as of January 1, 2022 (the “Site Lease”), by and between the City and the Authority, the Lease Agreement, the Indenture, the Assignment Agreement, and this Purchase Agreement (collectively, the “Authority Documents”).

(b) The Authority has complied with all filing requirements of the JPA Act.

(c) By official action of the Authority prior to or concurrently with the acceptance hereof, the Authority has duly approved the distribution of the Preliminary Official Statement and the distribution of the Official Statement (including in electronic form), and has duly authorized and approved the execution and delivery of, and the performance by the Authority of the obligations on its part contained, in the Authority Documents. When executed and delivered, each Authority Document will constitute the legal, valid and binding obligation of the Authority enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors’ rights generally.

(d) Prior to the date hereof, the Authority has provided to the Underwriter for its review the Preliminary Official Statement that an authorized officer of the Authority has deemed final for purposes of Rule 15c2-12, has approved the distribution of the Preliminary Official Statement and the Official Statement and has duly authorized the execution and delivery of the Official Statement (including in electronic form). The Preliminary Official Statement, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein (other than the information relating to DTC and its book-entry system, as to which no view is expressed), in light of the circumstances under which they were made, not misleading. As of the date hereof and on the Closing, the final Official Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein (other than the information relating to DTC and its book-entry system, as to which no view is expressed), in light of the circumstances under which they were made, not misleading.

(e) The execution and delivery by the Authority of the Authority Documents and the approval and execution by the Authority of the Official Statement and compliance with the provisions on the Authority's part contained in the Authority Documents, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject to, which conflict, breach or default has or may have a material adverse effect on the ability of the Authority to carry out its obligations under the Authority Documents, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any material lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the Authority under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, trust agreement, bond, note, resolution, agreement or other instrument, except as provided by the Authority Documents.

(f) The Authority will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The Authority will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds.

(g) The Authority is not in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any loan agreement, indenture, trust agreement, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument, in each case which breach or default has or may have a material adverse effect on the ability of the Authority to perform its obligations under the Authority Documents.

(h) As of the time of acceptance hereof and as of the date of Closing, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending with respect to which the Authority has been served or, to the best knowledge of the officers of the Authority, threatened (i) in any way questioning the corporate existence of the Authority or the titles of the officers of the Authority to their respective offices, (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the execution or delivery of any of the Bonds, or in any way contesting or affecting the validity of the Bonds or the Authority Documents or the consummation of the transactions contemplated thereby, or contesting the exclusion of the interest on the Bonds from gross income for federal income tax purposes or contesting the powers of the Authority to

enter into the Authority Documents or (iii) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and there is no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clause (i) through (iii) of this sentence.

(i) Any certificate signed by any officer of the Authority authorized to execute such certificate in connection with the issuance, sale and delivery of the Bonds and delivered to the Underwriter shall be deemed a representation and warranty of the Authority to the Underwriter and the City as to the statements made therein but not of the person signing such certificate.

(j) The Authority will apply the proceeds of the Bonds in accordance with the Indenture.

Section 7. Representations, Warranties and Covenants of the City. The City represents, warrants and covenants to the Underwriter and the Authority that:

(a) The City is and will be at the date of Closing a municipal corporation and duly organized and existing pursuant to and under the Constitution and laws of the State and has all necessary power and authority to enter into and perform its duties under the Continuing Disclosure Certificate relating to the Bonds (the “Continuing Disclosure Certificate”), the Site Lease, the Lease Agreement, and this Purchase Agreement (collectively, the “City Documents” and, together with the Authority Documents, the “Legal Documents”) and has by official action duly authorized and approved the execution and delivery of, and the performance by the City of the obligations on its part contained in the City Documents.

(b) By official action of the City prior to or concurrently with the acceptance hereof, the City has duly approved the distribution of the Preliminary Official Statement and the distribution of the Official Statement (including in electronic form), and has duly authorized and approved the execution and delivery of, and the performance by the City of the obligations on its part contained, in the City Documents. When executed and delivered, each City Document will constitute the legally valid and binding obligation of the City enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors’ rights generally.

(c) The Preliminary Official Statement heretofore delivered to the Underwriter is hereby deemed final by the City as of its date and as of the date hereof, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(i) of Rule 15c2-12. The Preliminary Official Statement, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein (other than the information relating to DTC and its book-entry system, as to which no view is expressed), in the light of the circumstances under which they were made, not misleading. As of the date hereof and on the Closing, the final Official Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein (other than the information relating to DTC and its book-entry system, as to which no view is expressed), in the light of the circumstances under which they were made, not misleading.

(d) The execution and delivery by the City of the City Documents and the approval by the City of the Official Statement and compliance with the provisions on the City’s part contained in

the City Documents, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, trust agreement, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject to, which conflict, breach or default has or may have a material adverse effect on the ability of the City to carry out its obligations under the City Documents, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any material lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of City under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, trust agreement, bond, note, resolution, agreement or other instrument, except as provided by the City Documents.

(e) The City will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The City will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental authority prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds.

(f) The City is not in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument, in each case which breach or default has or may have a material adverse effect on the ability of the City to perform its obligations under the City Documents.

(g) The financial statements relating to the receipts, expenditures and cash balances of the City as of June 30, 2021 as set forth in the Official Statement fairly represent the receipts, expenditures and cash balances of the General Fund. Except as disclosed in the Preliminary Official Statement, the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the General Fund or in its operations since June 30, 2019 and, except as disclosed in the Preliminary Official Statement, the Official Statement or otherwise disclosed in writing to the Underwriter, there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(h) As of the time of acceptance hereof and as of the date of Closing, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending or, to the knowledge of the officers of the City, threatened (i) in any way questioning the corporate existence of the City or the titles of the officers of the City to their respective offices; (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the execution or delivery of any of the Bonds, or in any way contesting or affecting the validity of the Bonds or the City Documents or the consummation of the transactions contemplated thereby, or contesting the exclusion of the interest on the Bonds from gross income for federal income tax purposes or contesting the power of the City to enter into the City Documents; (iii) which may result in any material adverse change to the financial condition of the City or to its ability to pay the Base Rental Payments when due; or (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and there is no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clause (i) through (iv) of this sentence.

(i) To the extent required by law, the City will undertake, pursuant to the Continuing Disclosure Certificate, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. Except as otherwise disclosed in the Preliminary Official Statement, the City has not failed to comply in all material respects with any previous undertakings with regard to the Rule 15c2-12 to provide annual reports or notices of enumerated events in the past five years.

(j) Any certificate signed by any officer of the City authorized to execute such certificate in connection with the issuance, sale and delivery of the Bonds and delivered to the Underwriter shall be deemed a representation and warranty of the City to the Underwriter and the Authority as to the statements made therein but not of the person signing such certificate.

(k) As of the date hereof, the City does not have any material obligations secured by payments from the General Fund of the City, except as disclosed in the Official Statement.

Section 8. Conditions to the Obligations of the Underwriter. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the Authority and the City contained herein. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the date of the Closing shall be subject, at the option of the Underwriter, to the accuracy in all respects of the statements of the officers and other officials of the Authority and of the City, as well as authorized representatives of Bond Counsel, Disclosure Counsel and the Trustee made in any Bonds or other documents furnished pursuant to the provisions hereof; to the performance by the Authority and the City of their obligations to be performed hereunder at or prior to the date of the Closing; and to the following additional conditions:

(a) The representations, warranties and covenants of the City and the Authority contained herein shall be true, complete and correct at the date hereof and at the time of the Closing, as if made on the date of the Closing;

(b) At the time of Closing, the Legal Documents shall be in full force and effect as valid and binding agreements between or among the various parties thereto, and the Legal Documents and the Official Statement shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, and all such reasonable actions as, in the opinion of Bond Counsel, shall reasonably deem necessary in connection with the transactions contemplated hereby;

(c) At the time of the Closing, no default shall have occurred or be existing under the Authority Documents, the City Documents, or any other agreement or document pursuant to which any of the City's financial obligations were executed and delivered, and the City shall not be in default in the payment of principal or interest with respect to any of its financial obligations, which default would adversely impact the ability of the City to make the Base Rental Payments;

(d) In recognition of the desire of the Authority, the City and the Underwriter to effect a successful public offering of the Bonds, and in view of the potential adverse impact of any of the following events on such a public offering, this Purchase Agreement shall be subject to termination in the absolute discretion of the Underwriter by notification, in writing, to the Authority and the City prior to delivery of and payment for the Bonds, if at any time prior to such time, regardless of whether any of the following statements of fact were in existence or known of on the date of this Purchase Agreement:

(i) any event shall occur which makes untrue any statement or results in an omission to state a material fact necessary to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading,

which event, in the reasonable opinion of the Underwriter would materially or adversely affect the ability of the Underwriter to market the Bonds; or

(ii) the marketability of the Bonds or the market price thereof, in the reasonable opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States of America or by any legislation in or by the Congress of the United States of America or by the State, or the amendment of legislation pending as of the date of this Purchase Agreement in the Congress of the United States of America, or the recommendation to Congress or endorsement for passage (by press release, other form of notice or otherwise) of legislation by the President of the United States of America, the Treasury Department of the United States of America, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or the proposal for consideration of legislation by either such Committee or by any member thereof, or the presentment of legislation for consideration as an option by either such Committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States of America, or the favorable reporting for passage of legislation to either House of the Congress of the United States of America by a Committee of such House to which such legislation has been referred for consideration, or any decision of any federal or state court or any ruling or regulation (final, temporary or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service or other federal or State authority affecting the federal or State tax status of the Authority or the City, or the interest on or with respect to bonds or notes (including the Bonds); or

(iii) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered which materially adversely affects the market price of the Bonds; or

(iv) an order, decree or injunction issued by any court of competent jurisdiction, or order, ruling, regulation (final, temporary or proposed), official statement or other form of notice or communication issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that: (i) obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Indenture is not exempt from qualification under the Trust Indenture Act of 1939, as amended; or (ii) the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including any or all underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws as amended and then in effect; or

(v) legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds are not exempt from registration under or other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect; or

(vi) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any domestic governmental authority or by any domestic national securities exchange, which are material to the marketability of the Bonds; or

(vii) a general banking moratorium shall have been declared by federal, State or New York authorities, or the general suspension of trading on any national securities exchange; or

(viii) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of America of a national emergency or war or other calamity or crisis the effect of which on financial markets is materially adverse such as to make it, in the sole judgment of the Underwriter, impractical to proceed with the purchase or delivery of the Bonds as contemplated by the final Official Statement (exclusive of any amendment or supplement thereto); or

(ix) any rating of the Bonds or the rating of any obligations of the City secured by the City's general fund shall have been downgraded or withdrawn by a national rating service, which, in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Bonds; or

(x) the commencement of any action, suit or proceeding described in Section 6(h) or Section 7(h);

(e) at or prior to the Closing, the Underwriter shall receive the following documents, in each case to the reasonable satisfaction in form and substance of the Underwriter:

(i) all resolutions relating to the Bonds adopted by the Authority and certified by an authorized official of the Authority authorizing the execution and delivery of the Bonds, the Authority Documents and the Official Statement;

(ii) all resolutions relating to the Bonds adopted by the City and certified by an authorized official of the City authorizing the execution and delivery of the City Documents and the delivery of the Bonds and the Official Statement;

(iii) the Legal Documents duly executed and delivered by the respective parties thereto, with only such amendments, modifications or supplements as may have been agreed to in writing by the Underwriter;

(iv) the approving opinion of Bond Counsel, dated the date of Closing and addressed to the Authority and the City, in substantially the form attached as Appendix E to the Official Statement, together with a reliance letter thereon addressed to the Underwriter;

(v) a supplemental opinion of Bond Counsel dated the date of Closing and addressed to the Underwriter, to the effect that:

(A) the statements on the cover of the Official Statement and in the Official Statement under the captions "INTRODUCTION," "THE BONDS," "SECURITY FOR THE BONDS," and "TAX MATTERS," and in APPENDIX A – "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS,"

APPENDIX C – “FORM OF CONTINUING DISCLOSURE CERTIFICATE” and APPENDIX E – “FORM OF OPINION OF BOND COUNSEL,” and excluding any material that may be treated as included under such captions and appendices by any cross-reference, insofar as such statements expressly summarize provisions of the Bonds, the Site Lease, the Lease Agreement, the Assignment Agreement, the Indenture, and Bond Counsel’s final opinion concerning the Bonds, are accurate in all material respects as of the date of Closing.

(B) the Purchase Agreement has been duly authorized, executed and delivered by the Authority and the City and is the valid, legal and binding agreement of the Authority and the City enforceable in accordance with its terms, except that the rights and obligations under the Purchase Agreement are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors’ rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State.

(C) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

(vi) the Official Statement, executed on behalf of the Authority and the City;

(vii) evidence that the Bonds have received an underlying rating of “___” by S&P Global Ratings;

(viii) a certificate, dated the date of Closing, signed by a duly authorized officer of the Authority satisfactory in form and substance to the Underwriter to the effect that: (i) the representations, warranties and covenants of the Authority contained in this Purchase Agreement are true and correct in all material respects on and as of the date of Closing with the same effect as if made on the date of the Closing by the Authority, and the Authority has complied with all of the terms and conditions of this Purchase Agreement required to be complied with by the Authority at or prior to the date of Closing; (ii) to the best of such officer’s knowledge, no event affecting the Authority has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purposes for which it is to be used or which is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; (iii) the information and statements contained in the Official Statement (other than information relating to DTC and its book-entry system) did not as of its date and do not as of the Closing contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect; and (iv) the Authority is not in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject, which would have a material adverse impact on the Authority’s ability to perform its obligations under the Authority Documents, and no event has occurred and is continuing which, with the

passage of time or the giving of notice, or both, would constitute such a default or an event of default under any such instrument;

(ix) a certificate, dated the date of Closing, signed by a duly authorized officer of the City satisfactory in form and substance to the Underwriter to the effect that: (i) the representations, warranties and covenants of the City contained in this Purchase Agreement are true and correct in all material respects on and as of the date of Closing with the same effect as if made on the date of the Closing by the City, and the City has complied with all of the terms and conditions of the Purchase Agreement required to be complied with by the City at or prior to the date of Closing; (ii) to the best of such officer's knowledge, no event affecting the City has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purposes for which it is to be used or which is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; (iii) the information and statements contained in the Official Statement (other than information relating to DTC and its book-entry system) did not as of its date and do not as of the Closing contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect; (iv) the City is not in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement (including but not limited to the Lease Agreement) or other instrument to which the City is a party or is otherwise subject, which would have a material adverse impact on the City's ability to perform its obligations under the City Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute such a default or an event of default under any such instrument; and (v) no further consent is required for inclusion of its audited financial statements in the Official Statement;

(x) an opinion dated the date of Closing and addressed to the Underwriter, the Trustee and Bond Counsel, of the Office of the City Attorney of the City, as Counsel to the Authority, to the effect that:

(A) the Authority is a joint exercise of powers authority organized and existing under the laws of the State of California;

(B) the resolution of the Authority approving and authorizing the execution and delivery of the Authority Documents, the Bonds and the Official Statement and other actions of the Authority was duly adopted at a meeting of the governing body of the Authority which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the resolution is now in full force and effect and has not been amended or superseded in any way;

(C) there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or public body pending with respect to which the Authority has been served or, to the best of such counsel's knowledge, threatened against or affecting the Authority, except as may be disclosed in the Official Statement, which would materially adversely impact the Authority's ability to complete the transactions contemplated by the Authority Documents, the Official Statement or any other document or certificate related to such

transactions, restrain or enjoin the collection of Base Rental Payments with respect to the Lease Agreement, or in any way contesting or affecting the validity of the Bonds, the Official Statement, the Authority Documents or the transactions described in and contemplated thereby wherein an unfavorable decision, ruling or finding would materially adversely affect the validity and enforceability of the Bonds or the Authority Documents or in which a final adverse decision could materially adversely affect the operations of the Authority;

(D) the execution and delivery of the Authority Documents and the issuance of the Bonds and compliance with the provisions thereof, do not and will not in any material respect conflict with or constitute on the part of the Authority a breach of or default under any agreement or other instrument to which the Authority is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Authority is subject, which breach or default has or may have a material adverse effect on the ability of the Authority to perform its obligations under the Authority Documents; and

(E) no authorization, approval, consent, or other order of the State of California or any other governmental body within the State of California is required for the valid authorization, execution and delivery of the Authority Documents or the Official Statement by the Authority or the consummation by the Authority of the transactions on its part contemplated therein, except such as have been obtained and except such as may be required under state securities or blue sky laws in connection with the purchase and distribution of the Bonds by the Underwriter.

(xi) an opinion dated the date of Closing and addressed to the Underwriter, the Trustee and the Bond Counsel, of the Office of the City Attorney of the City, to the effect that:

(A) the City is a municipal corporation duly organized and validly existing under the Constitution and laws of the State of California;

(B) the resolution of the City approving and authorizing the execution and delivery of the City Documents and approving and authorizing the issuance of the Bonds and the delivery of the Official Statement and other actions of the City was duly adopted at a meeting of the governing body of the City which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the resolution is now in full force and effect and has not been amended or superseded in any way;

(C) there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or public body pending with respect to which the City has been served or, to the best of such City Attorney's knowledge, threatened against or affecting the City, except as may be disclosed in the Official Statement, which would materially adversely impact the City's ability to complete the transactions contemplated by the City Documents, the Official Statement or any other document or certificate related to such transactions, restrain or enjoin the collection of Base Rental Payments with respect to the

Lease Agreement, or in any way contesting or affecting the validity of the Bonds, the Official Statement or the City Documents;

(D) the execution and delivery of the City Documents and compliance with the provisions thereof, do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement or other instrument to which the City is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the City is subject, which breach or default has or may have a material adverse effect on the ability of the City to perform its obligations under the City Documents; and

(E) no authorization, approval, consent, or other order of the State of California or any other governmental body within the State of California is required for the valid authorization, execution and delivery of the City Documents or the consummation by the City of the transactions on its part contemplated therein, except such as have been obtained and except such as may be required under state securities or blue sky laws in connection with the purchase and distribution of the Bonds by the Underwriter.

(xii) an opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Disclosure Counsel to the Authority and the City dated the date of Closing and addressed to the Authority, the City, the Underwriter in the form set forth in Exhibit C;

(xiii) an opinion of counsel to the Trustee, addressed to the Underwriter and the Authority, dated the date of the Closing, to the effect that:

(A) the Trustee is a national banking association duly organized and validly existing under the laws of the United States of America, having full corporate power to undertake the trust created under the Indenture;

(B) the Indenture and the Assignment Agreement (together, the "Trustee Documents") have each been duly authorized, executed and delivered by the Trustee and, assuming due authorization, execution and delivery by the other parties thereto, the Trustee Documents constitute the valid, legal and binding obligations of the Trustee enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought;

(C) the Trustee has duly authenticated the Bonds upon the order of Authority;

(D) the Trustee's actions in executing and delivering the Trustee Documents are in full compliance with, and do not conflict with any applicable law or governmental regulation and, to the best of such counsel's knowledge, after reasonable inquiry with respect thereto, do not conflict with or violate any contract to which the Trustee is a party or any administrative or judicial decision by which the Trustee is bound; and

(E) no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the banking or trust powers of the Trustee that has not been obtained is or will be required for the execution and delivery of the Bonds or the consummation by the Trustee of its obligations under the Trustee Documents.

(xiv) a certificate, dated the date of Closing, signed by a duly authorized officer of the Trustee satisfactory in form and substance to the Underwriter, to the effect that:

(A) the Trustee is duly organized and existing as a national banking association under the laws of the United States of America, having the full corporate power and authority to enter into and perform its duties under the Trustee Documents;

(B) the Trustee is duly authorized to enter into the Trustee Documents and has duly executed and delivered the Trustee Documents, and assuming due authorization and execution by the other parties thereto, the Trustee Documents are legal, valid and binding upon the Trustee and enforceable against such party in accordance with its terms;

(C) the Trustee has duly authenticated the Bonds under the Indenture and delivered the Bonds to or upon the order of the Underwriter;

(D) no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the banking or trust powers of the Trustee that has not been obtained is required for the execution and delivery of the Bonds or the consummation by the Trustee of its obligations under the Trustee Documents; and

(E) to the knowledge of the Trustee, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or public body pending or threatened against or affecting the Trustee, which would materially adversely impact the Trustee's ability to complete the transactions contemplated by the Trustee Documents.

(xv) the preliminary and final forms required to be delivered to the California Debt and Investment Advisory Commission pursuant to Section 53583 of the Government Code of the State of California and Section 8855(i) and (j) of the Government Code;

(xvi) a copy of the executed Blanket Issuer Letter of Representations by and between the Authority and DTC relating to the book-entry system;

(xvii) the tax and nonarbitrage certificate by the Authority and the City in form and substance to the reasonable satisfaction of Bond Counsel, the Underwriter and Norton Rose Fulbright US LLP ("Underwriter's Counsel");

(xviii) a Certificate of the City's engineer documenting the value of the streets serving as the Leased Facilities in form and substance acceptable to the Underwriter;

(xix) an opinion of Underwriter's Counsel in form and substance acceptable to the Underwriter;

(xx) a Rule 15c2-12 certificate, dated the date of the Preliminary Official Statement, of the City;

(xxi) a Rule 15c2-12 certificate, dated the date of the Preliminary Official Statement, of the Authority;

(xxii) a certified copies of the Joint Exercise of Powers Agreement establishing the Authority, and all amendments thereto, and related certificates issued by the Secretary of State of the State; and

(xxiii) such additional legal opinions, Bonds, proceedings, instruments or other documents as the Underwriter or Underwriter's Counsel may reasonably request.

Section 9. Changes in Official Statement. Within 90 days after the Closing or within 25 days following the "end of the underwriting period" (as defined in Rule 15c2-12), whichever occurs first, if any event relating to or affecting the Bonds, the Trustee, the City or the Authority shall occur as a result of which it is necessary, in the reasonable opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in any material respect in the light of the circumstances existing at the time it is delivered to a purchaser, the Authority will forthwith prepare and furnish to the Underwriter an amendment or supplement that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to purchaser, not misleading. The City and the Authority shall cooperate with the Underwriter in the filing by the Underwriter of such amendment or supplement to the Official Statement with the MSRB. The Underwriter acknowledges that the "end of the underwriting period" will be the date of Closing unless the Underwriter otherwise notifies the City in writing that it still owns some or all of the Bonds.

Section 10. Expenses. (a) Whether or not the Underwriter accepts delivery of and pays for the Bonds as set forth herein, it shall be under no obligation to pay, and the Authority shall pay, or cause the City to pay, out of the proceeds of the Bonds or any other legally available funds of the City or the Authority, all expenses incidental to the performance of the Authority's obligations hereunder, including but not limited to the cost of printing and delivering the Legal Documents to the Underwriter; the costs of printing and shipping and electronic distribution of the Preliminary Official Statement and the Official Statement in reasonable quantities; the fees and disbursements of the Authority, the Trustee and its counsel, Bond Counsel, Authority Counsel, the City Attorney, accountants, engineers, appraisers, economic consultants and any other experts or consultants retained by the City or the Authority in connection with the issuance and sale of the Bonds; rating agency fees; advertising expenses; and any other expenses not specifically enumerated in paragraph (b) of this Section incurred in connection with the issuance and sale of the Bonds. The Authority shall pay, or cause the City to pay out of the proceeds of the Bonds, for any expenses incurred by the Underwriter on behalf of the City's or the Authority's employees and representatives which are incidental to implementing this Purchase Agreement, including, but not limited to, meals, transportation, and lodging of those employees and representatives.

(b) Whether or not the Bonds are delivered to the Underwriter as set for herein, the Authority shall be under no obligation to pay, and the Underwriter shall be responsible for and pay (which may be included as an expense component of the Underwriter's discount), MSRB, CUSIP Bureau and CDIA fees and expenses to qualify the Bonds for sale under any "blue sky" laws; and all other expenses incurred

by the Underwriter in connection with its public offering and distribution of the Bonds not specifically enumerated in paragraph (a) of this Section, including the cost of preparing this Purchase Contract and other Underwriter documents, travel expenses and the fees and disbursements of Underwriter's Counsel.

Section 11. Notices. Any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Piper Sandler & Co., 50 California Street, Suite 3100, San Francisco, CA 94111, Attention: Ralph J. Holmes, Managing Director. Any notice or communication to be given the Authority under this Purchase Agreement may be given by delivering the same in writing to the City at the address below, Attention: Executive Director. Any notice or communication to be given the City under this Purchase Agreement may be given by delivering the same in writing to the City of Ukiah, 300 Seminary Avenue, Ukiah, CA 95482, Attention: City Manager. All notices or communications hereunder by any party shall be given and served upon each other party.

Section 12. Parties in Interest. This Purchase Agreement is made solely for the benefit of the Authority, the City and the Underwriter (including the successors or assigns thereof) and no other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties and agreements of the Authority and the City in this Purchase Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Bonds.

Section 13. Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[Remainder of page intentionally left blank.]

Section 14. Governing Law. This Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

PIPER SANDLER & CO.

By: _____
Ralph J. Holmes
Managing Director

Accepted:

UKIAH PUBLIC FINANCING AUTHORITY

By: _____
Sage Sangiacomo, Executive Director

Time of Execution: ____: ____

Accepted:

CITY OF UKIAH

By: _____
Sage Sangiacomo, City Manager

Time of Execution: ____: ____

EXHIBIT A
MATURITY SCHEDULE

Maturity <u>Date</u>	Principal <u>Amount</u>	Interest <u>Rate</u>	<u>Yield</u>	<u>Price</u>	10% Test <u>Used</u>	Hold-the- Offering Price <u>Rule Used</u>
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\$ _____ % Term Bonds due April 1, 20__ Yield: ____%; Price: ____

\$ _____ % Term Bonds due April 1, 20__ Yield: ____%; Price: ____

[* Priced to the first redemption date at par.]

EXHIBIT B

\$ _____
UKIAH PUBLIC FINANCING AUTHORITY
LEASE REVENUE BONDS, SERIES 2022
(CAPITAL PROJECTS)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Piper Sandler & Co. (the “**Underwriter**”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “**Bonds**”).

1. *Sale of the [Bonds][10% Maturities].* As of the date of this Certificate, for each Maturity of the [Bonds][10% Maturities], the first price at which a Substantial Amount of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. *Initial Offering Price of the [Bonds][Undersold Maturities].*

(a) The Underwriter offered the [Bonds][Undersold Maturities] to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, the Underwriter has agreed in writing that, for each Maturity of the [Bonds][Undersold Maturities], it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Offering Period for such Maturity, nor would it permit a related party to do so. Pursuant to such agreement, the Underwriter has neither offered nor sold any Maturity of the [Bonds][Undersold Maturities] at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Offering Period.

3. *Defined Terms.*

[(a) *10% Maturities* means those Maturities of the Bonds shown in Schedule A hereto as the “10% Maturities.”]

(b) *Issuer* means Ukiah Public Financing Authority.

(c) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

[(d) *Offering Period* means, with respect to an Undersold Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (_____, 2022), or (ii) the date on which the Underwriter has sold a Substantial Amount of such Undersold Maturity to the Public at a price that is no higher than the Initial Offering Price for such Undersold Maturity.]

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than a Regulatory Underwriter or a related party to a Regulatory Underwriter. The term “related party” for purposes of this Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Regulatory Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2022.

(h) *Substantial Amount* means ten percent.

[(i) *Undersold Maturities* means those Maturities of the Bonds shown in Schedule A hereto as the “Undersold Maturities.”]

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax and Nonarbitrage Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds.

PIPER SANDLER & CO., as Underwriter

By: _____
Name: _____

Dated: _____, 2022

EXHIBIT C
FORM OF DISCLOSURE COUNSEL OPINION



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: Approval of the Sole Source Lease of 14 Safety Cameras from Flock Safety Group in the Amount of \$38,500.00, and Approve Corresponding Budget Amendment.

DEPARTMENT: Police

PREPARED BY: Noble Waidelich, Chief

PRESENTER: Noble Waidelich, Chief of Police

ATTACHMENTS:

1. Flock Lease Program
2. Service Agreement Order Form
3. Automated License Plate Reader Policy

Summary: Council will consider approving the lease of 14 safety cameras and necessary mounting equipment from Flock Safety Group in the amount of \$38,500.00.

Background: Staff is continually improving the efficiency and success of our services through increased professionalism, teamwork and innovation with the overall commitment to work in partnership with the community to promote public safety and crime prevention. In line with current public safety approaches, the City of Ukiah has been looking into technological solutions to improve and modernize policing for our community. Private and public safety camera systems have been identified as an important tool for preventing and solving crimes.

Seven in ten crimes are committed with a vehicle. For a number of years, Automated License Plate Reader (ALPR) technology has been used by police agencies to locate stolen vehicles and solve other crimes where an automobile has been used. The main goal of the technology is to assist officers in identifying suspects involved in crimes in the community. With limited information provided to officers on scene by witnesses and victims, this tool can be utilized to identify offenders as they approach or leave the scene of the crime. This technology will also alert police officers to vehicles that are reported stolen, are tied to an Amber Alert (missing or kidnapped child), or a wanted person system.

This technology has continued to evolve and become less cost-prohibitive. Traditional ALPR systems included expensive fixed camera locations or mobile devices mounted in patrol cars. However, Staff has identified the Flock Safety Group and their camera solution as a much more cost effective and appropriate platform for the City. Flock Safety is a public operating system that helps over 1,200 cities in 40 states reduce crime.

Unlike traditional license plate readers, Flock Safety cameras use unique Vehicle Fingerprint™ technology which accelerates investigations by allowing public safety to filter their search based on the vehicle's specific characteristics, such as a bumper sticker. Flock Safety cameras capture the make, model, state, color, aesthetics, and license plate (full, partial, or missing) of any car that passes by the cameras. This is key in producing an investigative lead for law enforcement when limited information is available from witnesses and private security footage. Flock cameras have helped clear thousands of crimes across the country.

Discussion: In July, Staff began evaluating the Flock safety camera solution. Staff learned that other agencies in Mendocino County were considering their use, and we are aware that this system has been very

successful in other cities, such as the city of Clearlake and the County of Lake, by the Lake County Sheriff's Office. In addition to this, Staff is aware that there are over 35 other law enforcement agencies in Northern California using Flock. Staff researched and focused efforts on establishing coverage that would be citywide using a network of safety cameras to reduce crime in our community.

Staff from both the Police Department and the City Manager's Office attended several presentations related to the deployment of safety cameras throughout the city, as well as spoke to other agencies already using this solution. The Flock Safety solution is an all-inclusive solution for deploying ALPR cameras. Flock Safety is the sole manufacturer of the Flock Safety Camera. Flock Safety Group is also the sole provider of the comprehensive monitoring, processing and machine vision services, which integrate with the Flock Safety Camera.

Most notably, Flock is the only manufacturer and service provider that leases ALPR services, and does not require the purchase of the equipment. Their technology is also different because it captures more than just license plates and can identify vehicle types and identifiers such as a bumper sticker. Flock is also the only company to be integrated with Axon, a platform which is already in use by the department. The addition of the Flock solution would work with the City's current systems, and has the ability for growth.

Key benefits of Flock are that they charge an annual lease rate per camera (\$2,500), which covers the repair and maintenance (software updates) of leased cameras. There is a onetime setup cost of \$250 per camera, which covers any necessary infrastructure, such as a mounting platform/pole, and their solar power option to make the camera operational. Also included in the annual lease is Criminal Justice Information Services (CJIS) compliant cloud-based hosting, unlimited user licenses, ongoing software enhancements, camera setup, mounting, shipping and a cellular connection. The Flock lease program prevents the City from being burdened with maintaining costly equipment, which could require replacement and or updating. (See Attachment #1)

What the Flock safety camera system does not do is share data with other sources, unless specifically authorized. It does not use any facial recognition software, and it's not used for immigration enforcement or traffic enforcement. The camera system does not have any live video and there are safeguards in place for data encryption and auditing of system usage. All safety camera data is maintained by Flock and purged after 30 days.

Staff believes that the use of this system will multiply the City's ability to reduce crime and improve safety in the community. The Flock solution would focus on the ingress points to the city, providing officers with alerts for circumstances such as stolen vehicles, or vehicles known to be associated with criminal activity when entering the city. This information being provided to officers in real time would allow them to investigate these vehicles, likely preventing further crimes. One area that would potentially benefit from the presence of the Flock system is gang-related crimes. Persons committing these acts often move about the city in vehicles, and there are often limited witnesses and partial vehicle descriptions. The placement of safety cameras would assist Staff in both deterring these crimes and identifying those who commit them.

Staff recommends the acquisition of 14 Flock ALPR cameras, which would allow for a successful program. This would result in a year-one cost of \$38,500. (See Attachment #2). In addition to the aforementioned safeguards, for a number of years, the Department has maintained an ALPR Policy. (See Attachment #3.) If approved, and prior to the deployment of the Flock safety camera solution, Staff would further review and evaluate its usage for compliance with our policy and or make any necessary changes.

Recommended Action: Approve the sole source lease of 14 safety cameras from Flock Safety Group in the

amount of \$38,500.00, and corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 10020210.54500: \$0

PROPOSED BUDGET AMOUNT: 10020210.54500: \$38,500

FINANCING SOURCE: General Fund Reserves

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Sage Sangiacomo, City Manager, Shannon Riley Deputy City Manager, Cedric Crook, Captain, John Anderson, Flock Safety Group

Approved:


Sage Sangiacomo, City Manager



Flock Safety

Leverage the future of policing, now

Ukiah Police Dept.
Command Staff Summary
November 4, 2021



Our Mission Eliminate Crime

- Every decision we make
- Every product we build
- Every line of code we write
- Every partnership we create

4 years of rapid growth...Officially a "Unicorn" with \$1.5BB Valuation...

How? It's all about RESULTS...



1400+

Cities with private cameras



195%

Police customer retention rate



1000+

Agency relationships across the U.S.



120

Hot List alerts on average per hour



60%

Reduction in crime in six months*



30%+

More accurate reads vs. other ALPRs**

*Global Newswire Press Release with Cobb County Police Department
**Study completed by the Los Angeles County Sheriff's Department



How is the Business Model Different?

- Involve the Community
- Bridging the Gap on Privacy
- All Inclusive Subscription based service model includes everything: hardware, software, unlimited users, ongoing maintenance, cloud storage, cellular, etc.



Infrastructure Free Solution that leverages Cellular and Solar



**Solar &
Existing Pole**



**Electric &
Existing
Structure / Pole**



**Solar &
Flock Pole**



**Solar & Traffic
Pole**

Captures more than legacy LPR cameras

**“I saw a White Ford SUV
with a window sticker
speeding away”**



Plate
Date
Camera
Seen
Body
Make
Co'or
Identifiers

TX KMW5667
11/1/2021, 6:29:48 AM
Knollcreek @ Classen - EB
2 times in the last 30 days

SUV
Ford
White

Window-Stickers

ALPR Solution Design for Ukiah

- Focus is on the city's ingress points creating a "Virtual Gate"
 - Receive alerts when Stolen Vehicles, Felony Vehicles, Stolen Plates, and vehicles known to be associated with criminal activity enter your city
 - Ideal for proactively reacting to Hot Tags and stopping these vehicles before they are able to commit a crime
- Additional "Checkpoint" cameras throughout Ukiah to help better identify vehicle locations once they are within city limits

City Wide Coverage



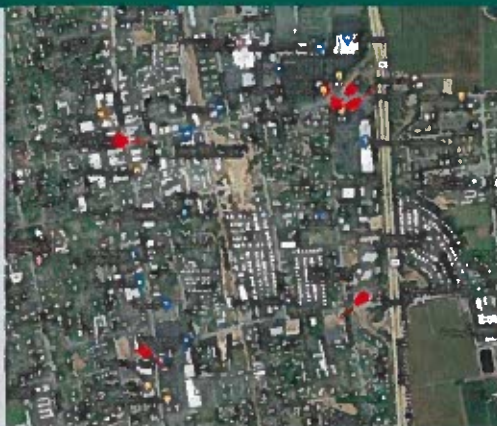
- **14 Falcon Cameras**
 - \$38,500 Year 1 including install
 - \$35,000 Year 2+ recurring
- **Includes: Cameras, software, unlimited user licenses, cloud storage, cellular LTE, ongoing maintenance and support, software updates, hotlist integration, sharing with other agencies**

Northern Ukiah



- SB N Bush @ Empire
- SB N State St @ Garrett

Central Ukiah



- NB N State @ E Perkins
- SB S State St @ Gobbi
- WB Gobbi @ HWY 101
- NB Orchard @ Perkins
- WB Perkins @ HWY 101
- EB Perkins to HWY 101

Southern Ukiah



- NB State @ Talmage
- SB State @ Talmage
- SB Airport Park @ Talmage
- NB Airport Park near Talmage
- NB Dora & Beacon
- NB State north of Laws

Why Flock Safety?

Overwhelming
success in California

CASE STUDY *Immediate ROI*

📍 Morgan Hill PD 📍 Morgan Hill, CA

- Results after using Flock for Two Weeks
- They have recovered **9 stolen vehicles**, and 8 of them were occupied
- The drivers had warrants, shaved ignition keys, burglary tools, and catalytic converters, etc.
- Every single occupant was from outside of Morgan Hill, and based on everything in their possession, it was clear that they were coming to Morgan Hill specifically to commit crimes



CASE STUDY *Serial Burglar*

📍 San Ramon PD 📍 San Ramon, CA

- Jan. 14: Officers received a Flock alert
- Vehicle believed to be associated with burglaries in the area
- Vehicle was located and officers found **1.5 ounces of meth, stolen property and burglary tools in the vehicle.**



Before Flock

6 Stolen Vehicle
Recoveries in 8 Mo.

After Flock

21 Stolen Vehicle
Recoveries in 5 Mo.

5X Better Results

CASE STUDY

San Marino PD San Marino, CA

70%

DECREASE IN
RESIDENTIAL
BURGLARIES

19%

DECREASE
IN PART 1
CRIMES

36%

REQUESTED
INCREASE IN
OF CAMERAS

**Police Chief and City Council
Attribute Crime Decrease to More
Cases Cleared With LPR Cameras**

**As the number
of cleared cases
increases, crime
correspondingly
decreases.**

flock safety
Stop property crime

**FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("Flock") and the customer identified below ("Agency") (each of Flock and Customer, a "Party"). This order form ("Order Form") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "Effective Date").

Agency: Ukiah Police Department	Contact Name: Noble Waidelich
Legal Entity Name:	
Address: Seminary Ave Ukiah, California 95482	Phone: (707) 463-6249 E-Mail: nwaidelich@cityofukiah.com
Expected Payment Method:	Billing Contact: (if different than above)
Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions

Name	Price	QTY	Subtotal
Flock Falcon Camera	\$2,500.00	14.00	\$35,000.00
Implementation Fee	\$250.00	14.00	\$3,500.00

(Includes one-time fees)

Year 1 Total \$38,500.00

Recurring Total: \$35,000.00

Special terms:

- N/A

Automated License Plate Readers (ALPRs)

470.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

470.2 POLICY

The policy of the Ukiah Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

470.3 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Ukiah Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Administrative Services Division Commander. The Administrative Services Division Commander will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

470.3.1 ALPR ADMINISTRATOR

The Administrative Services Division Commander shall be responsible for developing guidelines and procedures to comply with the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) A description of the job title or other designation of the members and independent contractors who are authorized to use or access the ALPR system or to collect ALPR information.
- (b) Training requirements for authorized users.
- (c) A description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.
- (d) Procedures for system operators to maintain records of access in compliance with Civil Code § 1798.90.52.
- (e) The title and name of the current designee in overseeing the ALPR operation.
- (f) Working with the Custodian of Records on the retention and destruction of ALPR data.

Ukiah Police Department

Ukiah PD Policy Manual

Automated License Plate Readers (ALPRs)

- (g) Ensuring this policy and related procedures are conspicuously posted on the department's website.

470.4 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

- (a) An ALPR shall only be used for official law enforcement business.
- (b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.
- (c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas around homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- (e) No ALPR operator may access department, state or federal data unless otherwise authorized to do so.
- (f) If practicable, the officer should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert.

470.5 DATA COLLECTION AND RETENTION

The Administrative Services Division Commander is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with department procedures.

All ALPR data downloaded to the server should be stored for a minimum of one year (Government Code § 34090.6) and in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

470.6 ACCOUNTABILITY

All data will be closely safeguarded and protected by both procedural and technological means. The Ukiah Police Department will observe the following safeguards regarding access to and use of stored data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

Ukiah Police Department

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Automated License Plate Readers (ALPRs)

- (a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time (Civil Code § 1798.90.52).
- (b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.
- (c) ALPR system audits should be conducted on a regular basis.

For security or data breaches, see the Records Release and Maintenance Policy.

470.7 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures:

- (a) The agency makes a written request for the ALPR data that includes:
 - 1. The name of the agency.
 - 2. The name of the person requesting.
 - 3. The intended purpose of obtaining the information.
- (b) The request is reviewed by the Administrative Services Division Commander or the authorized designee and approved before the request is fulfilled.
- (c) The approved request is retained on file.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55).

470.8 TRAINING

The Training Manager should ensure that members receive department-approved training for those authorized to use or access the ALPR system (Civil Code § 1798.90.51; Civil Code § 1798.90.53).



AGENDA SUMMARY REPORT

SUBJECT: Authorization for the City Manager to Execute a Host Site Agreement with BETA Technologies for Electric Aircraft and a Vehicle Charging Station at the Airport.

DEPARTMENT: Airport

PREPARED BY: Greg Owen, Airport Manager
Greg Owen, Airport Manager and Skye
Carapetyan, Beta Technologies

PRESENTER:

ATTACHMENTS:

1. Agreement
2. Beta Recharge System PowerPoint

Summary: Council will consider giving authorization to the City Manager to Execute a Host Site Agreement with BETA Technologies for Electric Aircraft and a Vehicle Charging Station at the Airport.

Background: BETA is an eVTOL (electric vertical take-off and landing) company based out of Vermont. They are currently testing flying aircraft in the northeast while they work to establish a network of an airport charging systems for electric aviation. Beta has identified Ukiah Airport as a location to install an electric aircraft and Vehicle charging system.

Discussion: The term of this Agreement (Attachment 1) begins on the Effective Date and ends ten (10) years after the Station Activation Date. BETA will provide payment to the Airport equal to 10% of the charging station's margin on an annual basis and will have a separate electric meter for the station.

BETA is presently deploying (at their own expense) this network of charging locations for the support of electric aircraft and eVTOL. Currently, they have multiple charging systems operational in Vermont, Ohio, and New York. (Attachment 2)

The Airport Commission voted 4-0 in recommending this to Council.

Recommended Action: Authorize the City Manager to Execute a Host Site Agreement with Beta Technologies for Electric Aircraft and a Vehicle Charging Station at the Airport.

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

Approved: 
Sage Sangiacomo, City Manager

ELECTRIC VEHICLE CHARGING STATION HOST SITE AGREEMENT

This Agreement ("Agreement"), effective as of this ____ day of _____, 20__ (the "Effective Date"), is entered into by and between BETA Technologies, Inc. ("BETA"), a Delaware corporation, and _____, a _____ ("Site Operator"). Collectively, BETA and the Site Operator are each a "Party" to this Agreement or collectively the "Parties."

WHEREAS, the Site Operator acknowledges and agrees that it is the fee simple owner of the property located at _____ ("Host Site")

WHEREAS, Site Operator desires to have an electric vehicle charging station installed at the Host Site as part of BETA's eVTOL Recharging Network ("Project").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Term.** The term of this Agreement begins on the Effective Date and ends ten (10) years after the Station Activation Date (the "Initial Term"). Subject to the terms of this Agreement, this Agreement shall renew automatically for additional one (1)-year periods (each a "Renewal Term" and collectively, the "Renewal Terms") upon the expiration of the Initial Term or any succeeding Renewal Term, provided that each Party each shall have the right not to renew this Agreement by providing the other Party with written notice of non-renewal at least sixty (60) days prior to the expiration of the Initial Term or then-current Renewal Term, as the case may be. For purposes of this Agreement, "Term" shall be deemed to mean the Initial Term and any succeeding Renewal Term.
2. **Equipment.** One DC Fast Charge Commercial Charging Station (the "Station") outfitted to recharge electronic vehicles, including BETA's ALIA-250 aircraft, will be provided by BETA for installation at the Host Site under this Project. Product specifications are provided in Attachment A. BETA will choose the shipping method and cover the cost for standard delivery of the Station to the Host Site. If Site Operator desires expedited delivery of the Station, the additional cost, over and above the cost of standard delivery, will be the responsibility of Site Operator and BETA will not be responsible for the payment of any delivery charges in excess of standard delivery charges. Site Operator will be responsible for accepting delivery of the Station and storing the Station in a safe manner at the Host Site until the Station is ready for installation pursuant to the terms and conditions of this Agreement.
3. **Charging Station Site.**
 - a. The exact location of the Station on the Host Site shall be hereinafter referred to as the "Charging Station Site." In the event the location of the Charging Station Site is not set forth in advance on Attachment B hereto, Site Operator and BETA shall promptly work together in good faith to mutually select the Charging Station Site. BETA may inspect and must approve the Charging Station Site prior to the installation of the Station. The Charging Station Site must provide adequate space for installation and operation per Attachment B. Site Operator shall permit reasonable efforts to modify the Host Site in order to accommodate the proper and safe installation and operation of the Station.
 - b. The following plans, specifications, and attachments have been reviewed and approved by the Site Operator:
 - i. Attachment B: Site plans and design work
4. **Installation.** BETA shall be responsible for the installation of the Station on the terms and conditions set forth herein, and BETA will select and engage a company ("Installer") to install the Station at the Host Site at BETA's cost. Installation of the Station will include the following, as applicable: foundation or pad for the Station; site work for the placement of the Station; and any trenching for wiring and interconnection of the Station to the Host Site electric power network. BETA will be responsible for Charging Station Site validation and Station activation, and final electrical connection of the Station to power and making the Station ready for operation may only be performed by the Installer. The date that the Station is fully connected to electrical power and ready for operation and use shall hereinafter be referred to as the "Station Activation Date". The Station is not to be removed from its packaging by any person other than the Installer. Some Station protection (bollards, tire stop, curb, or an elevated wall-mount) is required and signage must comply with BETA's requirements. BETA shall require that the Installer carries commercially reasonable general liability insurance. BETA will not permit nor suffer the filing of any mechanics liens against the Host Site with respect to work performed by or on behalf of BETA and in the event any liens are filed with respect to such work BETA shall promptly cause them to be removed at its own cost and expense.
5. **Utilities.**
 - a. As part of BETA's installation of the Station, BETA will at its cost and expense bring electric utility service to the Charging Station Site sufficient to operate the Station, as reasonably determined by BETA. Site Operator will

cooperate in good faith to permit BETA to bring electric utility service to the Charging Station Site. Except for the Station, Site Operator shall not permit any other electric vehicle charging station on the Host Site without the prior written consent of BETA.]

- b. BETA shall be responsible for the actual cost of the electrical current used by the Station.
6. **Access to Host Site and Station.** The Site Operator shall at all times provide adequate physical and technological access of the Host Site and Station to BETA and the Installer consistent with the purpose of the Project. BETA or the Installer will attempt to give the Site Operator a minimum of 48 hours' notice prior to conducting any visit to the Host Site; however, factors outside of BETA's or the Installer's control may not always permit this advance notice.
7. **Network Access.** BETA will provide to Site Operator a BETA Network subscription for use with the Station provided by this Project, which subscription commences on the Station Activation Date and will expire upon the termination of this Agreement. The Site Operator agrees at all times during the term of this Agreement to not interfere with the Station's connection to the BETA Network, and Site Operator's use of the BETA Network shall at all times be in accordance with any terms or conditions imposed by BETA or any operator of the BETA Network. If Site Operator violates any such terms or conditions, BETA may, at its option, terminate Site Operator's BETA Network subscription.
8. **Access to Information.** Site Operator acknowledges that BETA will be collecting Station usage data and charge event information, including, without limitation, when a charge event occurs, energy transferred during the charge event, duration of the charge event, and duration of the charging period (collectively "Data"). Site Operator acknowledges that the Data may be used by BETA for any reasonable purposes, including, without limitation, analyzing usage and charging patterns, the effectiveness of infrastructure put in place to meet the needs of drivers of electric vehicles, and the efficacy of the Project. BETA shall not disclose any personal information identifying any third party who may utilize the Station.
9. **Operation and Maintenance.** Site Operator shall take all commercially reasonable measures to ensure the Charging Station Site and the Station are kept secure, free of snow and ice, cleared of any obstructions impeding access to the Station or the Charging Station Site, and clean (collectively, the "Site Operator Maintenance Obligations"). Site Operator shall promptly notify BETA of any Station malfunction known to Site Operator in order that Beta may arrange for the repair of any non-functioning charging port on the Station. The responsibility of maintaining and repairing the station, and the costs thereof, shall be the responsibility of BETA, except as otherwise set forth herein.
10. **Publicity.** Site Operator shall provide BETA unlimited rights to take, use and publish photographs of the Station and the Charging Station Site, as well as any information related to the Project, which may be included on printed materials or posted on websites. BETA will not use Site Operator's name or logo without the prior written consent of Site Operator, which shall not be unreasonably withheld, conditioned, or delayed. Site Operator shall not make any public statements regarding this Agreement or the Station without the prior written consent of BETA. All third-party vehicle registration numbers (including tail number on aviation aircraft) are to be removed from photographs prior to publishing.
11. **Ownership.** BETA shall at all times retain title and fee simple ownership to the Station, and Site Operator hereby expressly waives any and all statutory liens or any other liens which Site Operator may have or otherwise acquire by law with respect to the Station. Site Operator hereby provides BETA with a license to use the Charging Station Site for the Station and the non-exclusive right to use such other portions of the Host Site as may be necessary from time to time for (i) ingress and egress to the Charging Station Site by BETA and its employees, agents, contractors, invitees, and customers, and the Installer; (ii) installation, maintenance, repair, replacement, and/or removal of the Station; and (iii) any other purposes necessary to effectuate the purposes contemplated in this Agreement. BETA shall have the right, in its sole and absolute discretion, at any time to remove or replace the Station, and for purposes of calculating the Station Margin, the date of removal of the Station shall be the final date of operation of the Station included in the Station Margin calculation.
12. **No Right to Remove, Move or Sell the Station.** The Station may not be sold, encumbered, retired, disposed of, removed or moved by Site Operator from its place of installation, without the prior written consent of BETA.
13. **Failure to Comply with Terms of Program.**
 - a. In the event that Site Operator fails to comply with any term in this Agreement, including, without limitation, the Site Operator Maintenance Obligations ("Site Operator Breach"), BETA may provide written notice of the Site Operator Breach to Site Operator and request that the Site Operator cure the Site Operator Breach to BETA'S satisfaction in order to comply with the Agreement terms. If Site Operator does not cure a Site Operator Breach within ten (10) calendar days after receiving written notice thereof from BETA, BETA shall have the right to (i) cure such Site Operator Breach, and Site Operator shall reimburse BETA for the reasonable costs incurred by BETA with respect to such cure, or (ii) terminate this Agreement and remove the Station. In the event BETA terminates this Agreement as the result of an uncured Site Operator Breach, Site Operator shall pay to BETA,

within thirty (30) days of BETA's written request (a) all Margin Sharing Payments previously made to Site Operator with respect to the Station, and (b) an Investment Return Fee (as hereinafter defined). The Investment Return Fee shall be calculated on a per charging port basis and pro-rated as follows: $\$4,000 \times \frac{\text{the number of charging ports on the Station} \times [(\text{expected \# of operational months for the charging port} - \text{actual \# of months the charging port was actually available for use}) / \text{expected \# of operational months for the charging port}]$. For purposes hereof, the "expected # of operational months of the charging port" is determined to be the length of time between the Station Activation Date and the end of the Initial Term of this Agreement.

- b. In the event that BETA fails to comply with any term in this Agreement ("BETA Breach"), Site Operator may provide written notice of the BETA Breach to BETA and request that BETA cure the BETA Breach in order to comply with the Agreement terms. If BETA does not cure a BETA Breach within thirty (30) calendar days after receiving written notice thereof from Site Operator (provided, however, if the nature of the BETA Breach is such that more than thirty (30) calendar days are reasonably required to cure, then such default shall be deemed to have been cured if BETA commences efforts to cure and thereafter diligently completes the cure in a reasonable time), Site Operator's sole and exclusive remedy shall be to terminate this Agreement and BETA shall thereafter remove the Station within sixty (60) days after the date of such termination.

14. **Liability.** Site Operator shall indemnify BETA and its officers, directors, agents and employees to the fullest extent allowed by law from and against any and all demands, claims, losses, damages, liability, costs, expenses (including the payment of attorneys' fees and costs actually incurred, whether or not litigation is commenced), judgments or obligations, fines, penalties, assessments, actions or causes of action whatsoever ("Losses"), in each case, to the extent arising from or in connection with use of the Station (whether by Site Operator or another third party); any inaccuracy in any of the representations or warranties made by Site Operator in this Agreement; any breach or nonfulfillment of any of the covenants, obligations or agreements made by Site Operator in this Agreement; or the negligence or willful misconduct of Site Operator, its agents, employees, representatives, or contractors. BETA shall indemnify Site Operator and its officers, directors, agents and employees to the fullest extent allowed by law from and against any and all Losses (i) to the extent arising from or in connection with any inaccuracy in any of the representations or warranties made by BETA in this Agreement; (ii) arising from damage to the Host Site to the extent directly caused by the installation of the Station; and (iii) the negligence or willful misconduct of BETA, its agents, employees, representatives, or contractors.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY OR ITS REPRESENTATIVES BE LIABLE TO THE OTHER PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES CALCULATED BASED ON LOST PROFIT OR REVENUES, ARISING OUT OF OR UNDER THIS AGREEMENT. NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, WITH RESPECT TO LOSSES FOR WHICH INSURANCE COVERAGE IS AVAILABLE, EACH PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS OF RECOVERY FROM THE OTHER PARTY WITH RESPECT TO SUCH LOSSES.

15. **No Amendment or Modification.** No modification, amendment or waiver of this Agreement shall be effective unless in writing and either signed by, or electronically accepted by affirmative action of, BETA and the Site Operator.
16. **Waiver.** Either Party's failure at any time to require the other Party's performance of any obligation under this Agreement will in no way affect the full right to require such performance at any time thereafter. Either Party's waiver of a breach of any provision of this Agreement will not constitute a waiver of the provision itself. Either Party's failure to exercise any of its rights provided in this Agreement will not constitute a waiver of such rights. No waiver will be effective unless in writing and signed by an authorized representative of BETA or the Site Operator. Any such waiver will be effective only with respect to the specific instance and for the specific purpose given.
17. **Applicable law.** This Agreement will be construed, and performance will be determined, according to the laws of the State of Vermont without reference to such state's principles of conflicts of law. Installation of the Station, and its operation, will be conducted in compliance with all local, state and federal laws and regulations. The Parties agree that any claims or actions initiated pursuant to this Agreement may only be brought in the State of Vermont.
18. **Assignment.** Site Operator may not assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of BETA, which such consent shall not be unreasonably withheld. Any successor or assign of the Host Site must agree in writing to the terms of this Agreement prior to any assignment of this Agreement by Site Operator. BETA shall have the right to freely assign this Agreement to (i) any entity which shall be an affiliate, subsidiary, parent, or successor of BETA, (ii) any entity which may acquire all or substantially all of the assets of BETA, or with which BETA may merge or consolidate, or (iii) any entity controlled by, controlling, or under common control with BETA.

- 19. Priority.** To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any other Project document, this Agreement shall prevail.
- 20. Surrender.** At the end of the Term BETA will remove the Station, including its concrete foundations. BETA will surrender the Charging Station Site in a clean and neat condition, including backfilling any holes with dirt and re-seeding the Charging Station Site with grass, if applicable. BETA shall have no obligation to remove any buried conduit or wiring, or remove any electrical power service provided to the Charging Station Site.
- 21. Project Requirements.** This Agreement is subject to the following requirements:
- a. Prior to installation of the Station, BETA must procure:
 - i. To the extent applicable, a letter of approval for the design package from the governmental authorities having jurisdiction over the Charging Station Site and Station.
 - b. As part of the Station installation and provisioning, the Site Operator must collaborate with the Installer to obtain:
 - i. Approval from local agencies of the installation prior to provisioning, and
 - ii. Certification by BETA of at least one (1) officer or designee of Site Operator that he/she has been trained in the proper and safe operation, care, and use of the Station.
 - c. Site Operator acknowledges and agrees that, except as otherwise stated in this Agreement, BETA shall have no liability to the Site Operator relating to the installation and operation of the Station.
 - d. Site Operator shall, at its sole cost and expense, throughout the Term maintain insurance in the following types and amounts: general liability insurance for bodily injury liability, including death and property damage liability, incurred in connection with the performance of the Agreement, with minimum limits of \$3,000,000 in respect of claims arising out of personal injury, sickness or death of any one person, \$3,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$3,000,000 in respect of claims arising out of property damage in any one accident or disaster.
 - e. Site Operator shall permit BETA signage at the Charging Station Site and reasonable wayfinding signage on the remainder of the Host Site for purposes of consumers locating the Station.
- 22. Margin Sharing.** At the conclusion of each calendar year, BETA will compute the margin of the Station. This will be calculated by BETA'S gross revenue from the Station minus BETA'S operating expenses for the Station, including without limitation, utility expenses (collectively the "Station Margin"). Expenses such as depreciation, insurance, and marketing will not be included in the Station Margin calculation. During the Term, BETA will provide payment to Site Operator equal to 10% of the Station Margin actually received for the Station in the prior year (the "Margin Sharing Payment").
- 23. Right to Audit.** During the term of this Agreement and not more than once per year Site Operator may audit BETA's margin calculation specific to this Station. The audit rights are limited to expense and revenue records for the Station covered by this Agreement for the purpose of Station Margin calculation set forth in this Agreement.
- 24. Mutual Confidentiality.** Neither party to this agreement shall disclose to any third party any confidential or non- public information related to either Party, the Project, or the Station.
- 25. Severability.** If any term or provision of this Agreement is held invalid, illegal, or incapable of being enforced by any rule of law or public policy, all of the other conditions and provisions of this Agreement will nevertheless remain in full force and effect, so long as the economic or legal substance of the transactions contemplated hereby is not materially and adversely affected, as determined by BETA in its commercially reasonable discretion. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the Parties hereto will negotiate in good faith to modify this Agreement so as to reflect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transaction contemplated hereby is fulfilled to the extent possible.
- 26. Notices.** To be effective under this Agreement, written notice by the Parties shall sent to the addresses set forth below by hand, recognized national overnight delivery service, or by certified mail, return receipt requested. Any such notice shall be deemed to be given to and received by the party intended to receive such notice (a) when delivered, if hand delivered, (b) one (1) day after being deposited with a nationally recognized overnight delivery service, or (c) three (3) days after such notice shall have been deposited, postage prepaid, to the United States mail, certified, return receipt requested, properly addressed to the addresses for notices set forth below. If delivery of any such notice is rejected or refused or if the courier, overnight delivery service or U.S. Postal Service is unable to deliver the same because of changed address of which no notice was given, such notice shall be deemed given and effective on the first date of such rejection, refusal or inability to deliver. In the event of a change of address by either party, such party shall give written notice thereof in accordance with the foregoing.

As to BETA:

BETA Technologies, Inc.
1150 Airport Drive
South Burlington, Vermont 05403

With a copy to:

Baker & Hostetler LLP
1170 Peachtree Street, Suite 2400
Atlanta, Georgia 30309
Attention: Stephen Floyd, Esq.

As to the Site Operator :

- 27. Miscellaneous.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one single agreement binding upon the Parties. The Parties further agree that if the signature of any Party on this Agreement or any counterpart of this Agreement is a digital, mechanical, or electronic reproduction (such as, but not limited to, a photocopy, email, PDF, Adobe image, jpeg), then, such digital, mechanical or electronic reproduction shall be enforceable, valid, and binding as an original. The Parties further agree that this Agreement (and any and all attachments attached hereto) constitute and contain the sole and entire agreement of Site Operator and BETA, and prior oral or written representations, inducements, expectations, promises or agreements between Site Operator and BETA not specifically set forth in this Agreement shall be of no force or effect. No modification or amendment of this Agreement shall be binding upon the Parties unless such modification or amendment is in writing and signed by the Parties.

[Signature page follows]

BETA TECHNOLOGIES, INC.

Site Operator
[TYPE COMPANY NAME]

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

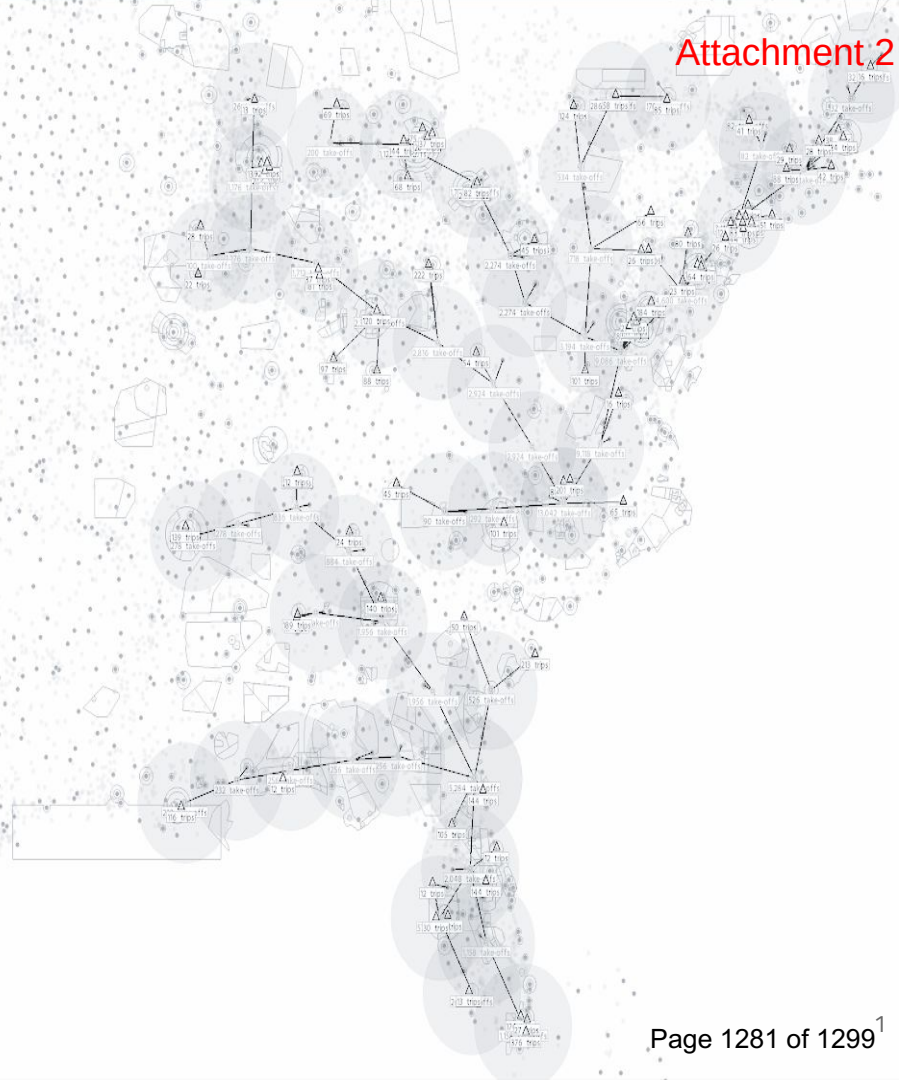
Date: _____

Date: _____

ATTACHMENT A
PRODUCT SPECIFICATIONS AND SIGNAGE

ATTACHMENT B
UTILITY AND HOST SITE SPECIFICATIONS

Recharge System



Aircraft Are One Piece of the Vertical Flight Puzzle



Aircraft

BETA is developing and test flying eVTOL aircraft with distributed propulsion to reduce costs and improve the sustainability of flight.



Training

eVTOL requires additional training for new and existing pilots to safely and efficiently operate these aircraft. BETA is developing curriculum and immersive flight simulators.



Recharge

To enable the use of e-aircraft BETA is deploying a network of high-speed chargers for use with electric aircraft.



This high power self serve
charging dispenser can charge Alia
in under an hour



Single Dispenser Located at KRUT

Charger is often located
separate from the power
components

Power components
outside of fence line

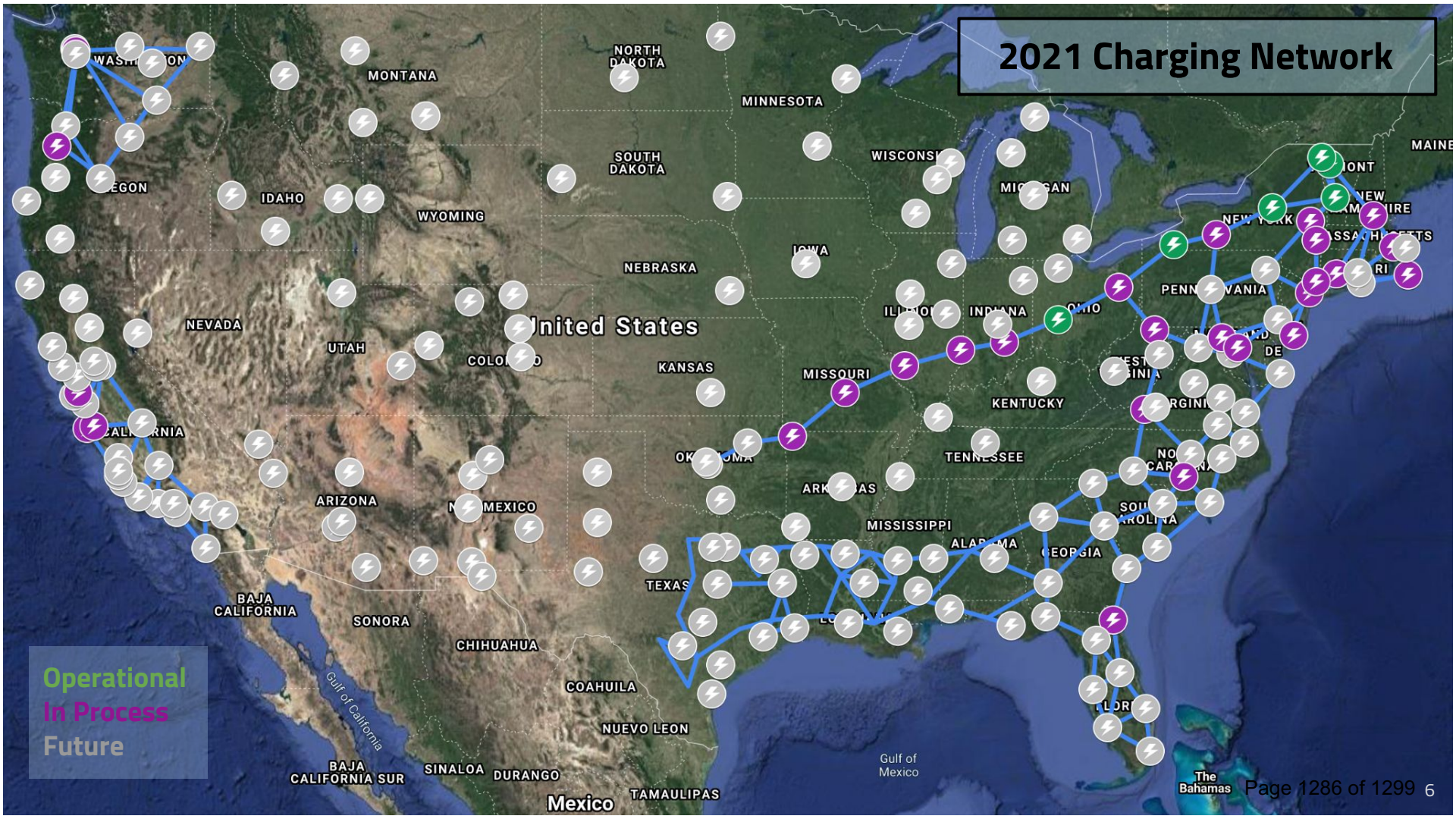


Single Dispenser Located at SGH

Charger is often located
separate from the power
components

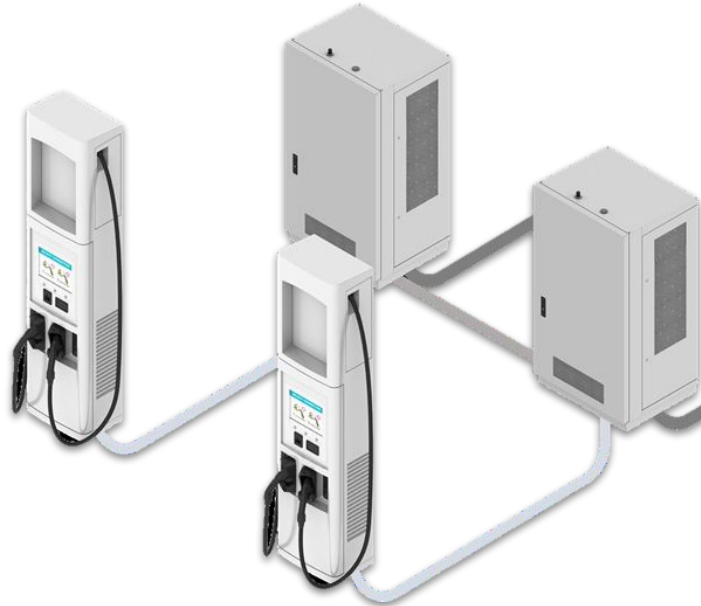
2021 Charging Network

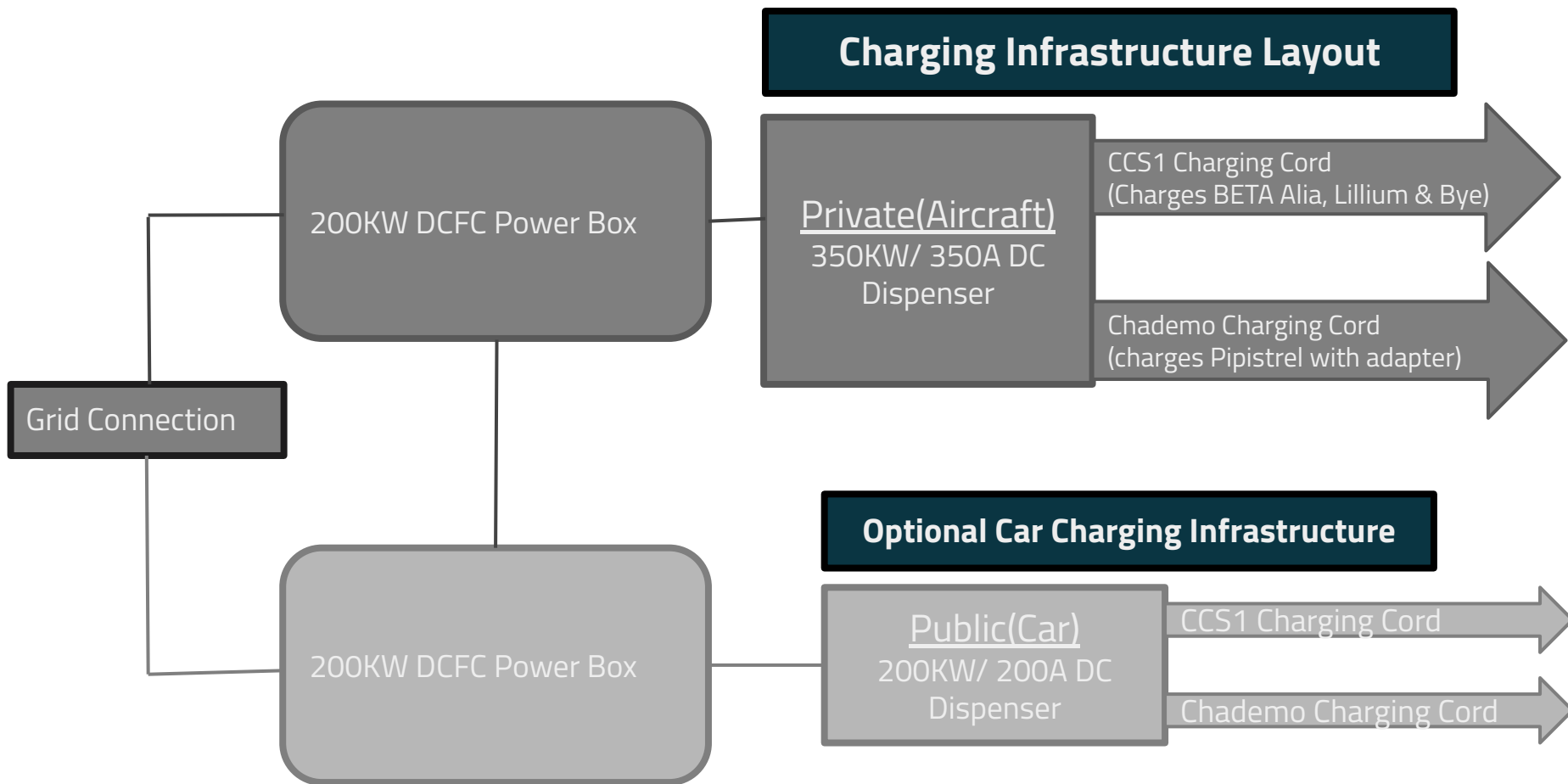
Operational
In Process
Future

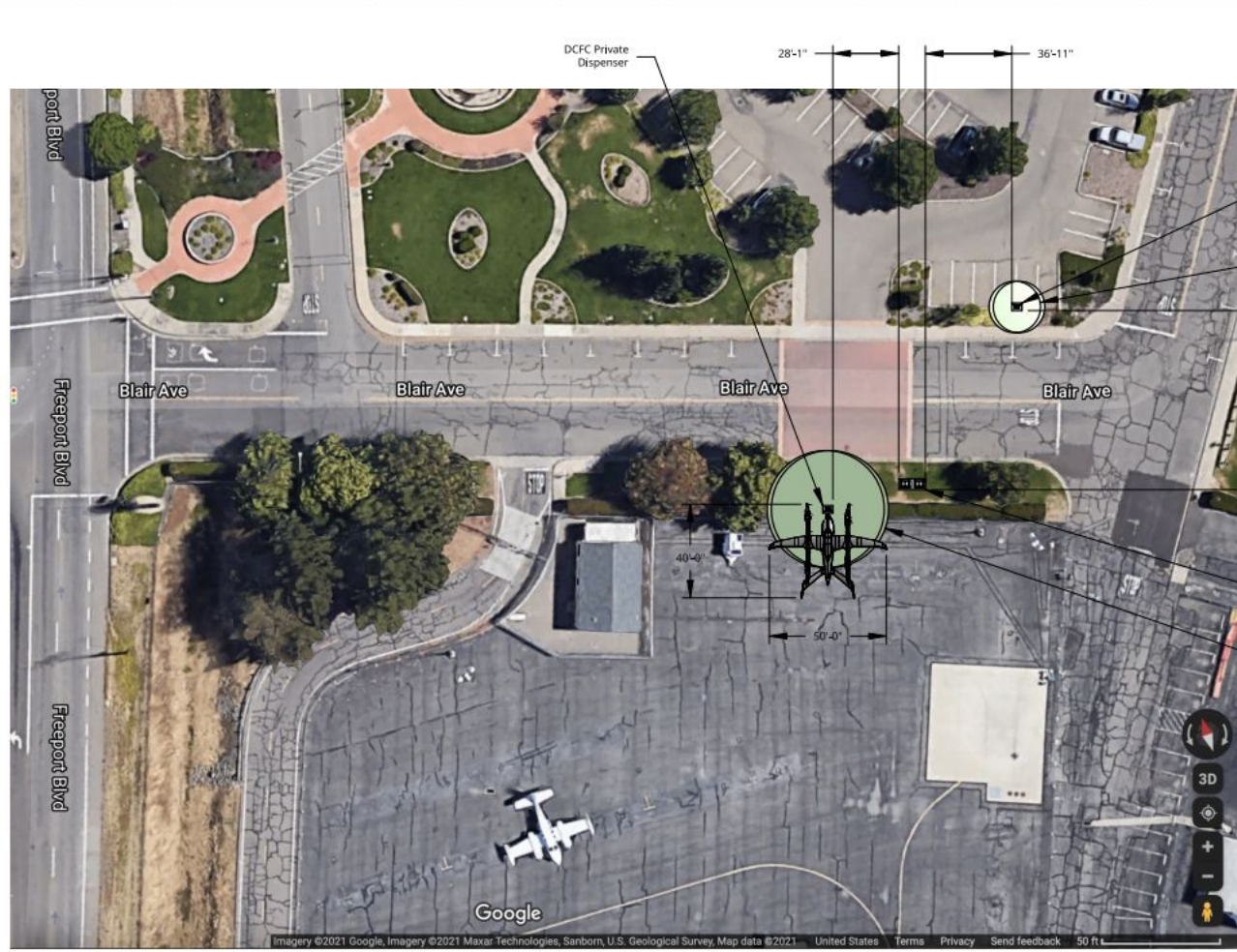


EV Charging Equipment

- Hardware can be utilized to charge both automobiles and EVTOL aircraft
- The power towers provide power to dispensers on the ramp and in the parking lot
- Software systems allow for improved load efficiency
- Infrastructure within the airport is highly scalable with charging demand







Rev	Description	Date
00	KSAC Primary Charging Location	

SITE DRAWING

Charging Dispensers

Charging Components,
Power Towers
& Transformer

3 Phase Power

Identify

(upgrade if needed)

Utility & Electric service

BETA		1150 Airport Dr. S. Burlington, VT 05403 www.beta.team	REV: 00 SHEET: 1 of 1
Drawn By: Primary Charging Location		Date: June 22, 2021	
Scale: 1:500		THIRD ANGLE PROJECTION	
UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN MILLIMETERS BREAK ALL SHARP EDGES SURFACE FINISH V		TOLERANCES: LINEAR $\pm 1/16"$ ANGULAR $\pm 1^\circ$	

ALIA-250





THE OPPORTUNITY

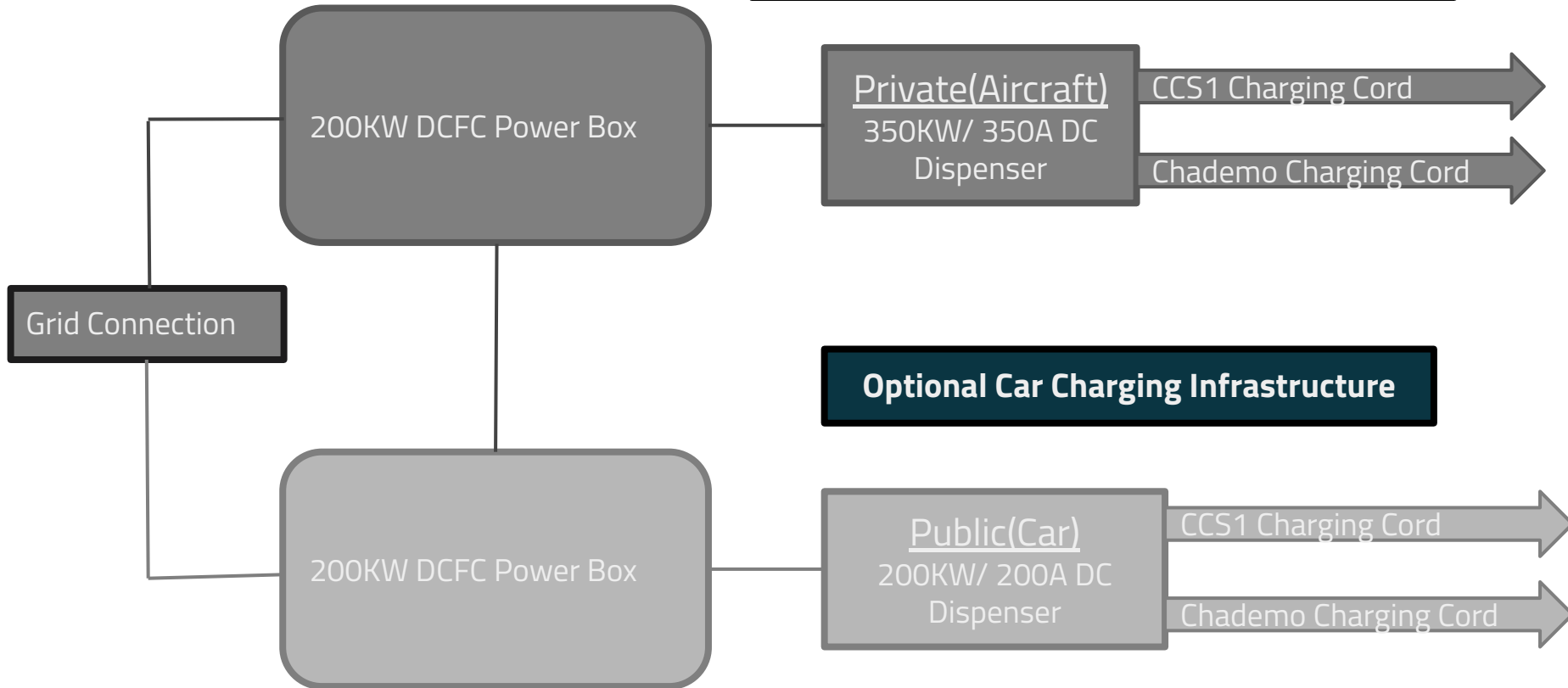


Position for the Mobility Revolution



Backups

Charging Infrastructure Layout



Optional Car Charging Infrastructure





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 Duenas- 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; cscchlatter@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; cscchlatter@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
Orr Street Bridge Corridor	Rodin/Duenas	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Complete Streets	Rodin/Crane	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com Neil Davis, Community Services Director 467-5764 ndavis@cityofukiah.com